ORIGINAL

NEW APPLICATION



ATTACHMENT "A"

Sun Leisure Estates Utility Co., Inc. PO Box 5681 Yuma, Arizona 85366 W-02386A-

April 2, 2008

Arizona Corporation Commission

DOCKETED

APR - 8 2008

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona

W-02386A-08-0189

DOCKE LED BA

Attached is an application by Sun Leisure Estates Utility Co., Inc. for a Certificate of Convenience and Necessity. The purpose of this application is to obtain an emergency rate increase to drill a second well for the Sun Leisure Estates subdivision. This subdivision is strictly a 55 and older neighborhood with many residents who are retired. Currently there is one well however this subdivision has no other water source and with their aged population they want to be prepared should something happen to the current well. The original well has been abandoned and they are utilizing the second well exclusively. At their current water tariff schedule they are unable to timely accrue sufficient funds to cover the cost of drilling a new well. It would take 7 to 10 years to accumulate enough reserves to cover the cost and that is assuming they did not incur any major repairs on the current well. Although Sun Leisure Estates Utilities Co., Inc received a CCN on April 16, 1981, we were told to apply for a new one.

Thank you for your consideration.

Chuck Swysgood

7000 AFR -8 P 4: 30

ARIZONA CORPORATION COMMISSION

APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY

WATER AND/OR SEWER

A.	The name, address and telephone number of the Applicant (Company) is:
	Sun Leisure Estates Utilities Company, INC
	P.O. Box 1074
	Yuma, AZ 85366 928-344-4050
В.	If doing business (d.b.a.) under a name other than the Applicant (Company) name listed above, specify:
	NA
C.	List the name, address and telephone number of the management contact:
	Diana Crites, Crites & Associates, 255 W.
	24th Street, Suite 2, Yuma, AZ 85364 928-344-4050
D.	List the name, address and telephone number of the attorney for the Applicant:
	Jason Moyes
	1405 W. 16th Street 928-343-9447
	Yuma, AZ 85364
E.	List the name, address and telephone number of the operator certified by the Arizona Department of Environmental Quality: Rick Miller operator #27427, P.O. Box 5450, Yuma AZ 85365
	1101 111111 Operator #2/42/, F.O. DOX 3430, Tuma A2 63363

List the name, address and telephone number of	of the on-site manager of the utility:
None	
The Applicant is a:	•
X Corporation:	Partnership
"C", "S", _x _ Non-Profit	Limited,General
Arizona, Foreign	Arizona, Foreign
Sole Proprietorship	Limited Liability Company (LLC)
Other (Specify)	
f Applicant is a corporation:	
1. List names of Officers and Directors:	
Officers	Directors
Chuck Swysgood	Terry Erickson
Don Peterson	

N + \ 3	
J. If the Applicant is a sole proprietor, list the name, address and <u>telephone</u> <u>number</u> of the proprietor:	
• If the Applicant is a foreign limited partnership, provide a copy of the Partnership's "Cert of Registration" filed with the Arizona Secretary of State.	ificate
3. Attach a copy of the Partnership's Articles of Partnership. NA	
2. List the name, address and <u>telephone number</u> of the managing partners: N	
1. List the names of the general partners: NA	
H. If the Applicant is a partnership: NA	
NA	
6. If stock has been issued, indicate the number of shares issued and date of issue:	
5. If a for-profit corporation, indicate the number of shares of stock authorized for issue:	
4. Attach a copy of the corporation's By-Laws.	
3. Attach a copy of the Articles of Incorporation.	
2. Attach a copy of the corporation's "Certificate of Good Standing" issued by the Corporation's Division of the Arizona Corporation Commission.	

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K. If the Applicant is a Limited Liability Company:	
1. List the names of managers:	
N(A	
L. List the names and addresses of any other public utility interest, which the	•
N/A	
M. Attach a description of the area requested using CADASTRAL (quart Metes and Bounds survey. References to parcels and dockets will not	
N. Attach a detailed map using the form provided as Attachment "B". Shadequested. Also, indicate any other utility within the general area using different contents.	
O. Attach financial information in a format similar to Attachment "C".	
P. Explain the method of financing utility facilities. Refer to the instructions, itemsheets if necessary):	m no. 7. (Use additional
In order to drill an additional well they	would need to do
a special assesment with the homeowners.	
Q. Estimated starting and completion dates of construction of utility facilities:	
One week from the intial start date - To be Starting date Completion	determined
R. Attach proposed Tariffs using either the water or sewer format of Attach Utilities Division, prior to the filing of this application, approves another form.	
S. Attach the following permits: To be late filed by	June 30, 200

1.	The franchise from either the City or County for the area requested. NA
2.	The Arizona Department of Environmental Quality (or its designee's) approval to construct facilities. To be fill later by June 30, 2008.
3.	The Arizona State Land Department approval. (If you are including any State land in your requested area this approval is needed.) N
4.	Any U.S. Forest Service approval. (If you are including any U.S. Forest Service land in your requested area this approval is needed.)
1	 (WATER ONLY) If the area requested is within an Active Management Area, attach a copy of the utility's Designation of an Assured Water Supply, or the developer's Certificate of Assured Water Supply issued by the Arizona Department of Water Resources, whichever applies. If the area requested is outside an Active Management Area, attach the developer's Adequacy Statement issued by the Arizona Department of Water Resources, if applied for by the developer.
	• If the area requested is outside an Active Management Area and the developer does not obtain an Adequacy Statement, provide sufficient detail to prove that adequate water exists to provide water to the area requested. See a Hached Statement.
	Provide a copy of your estimated property taxes. This may be obtained by contacting the Arizona Department of Revenue, Division of Property Valuation and Equalization. You must provide them with a five (5) year projection of the original cost of the plant, depreciation expense, the location of the property and the school district. To be filed later by ide the following information:
T. Provi	ide the following information: June 30, 7
	Indicate the estimated number of customers, by class, to be served in each of the first five years of operation:
]	Residential:
I	First Year 58 Second Year 58 Third Year 58 Fourth Year 58
I	Fifth Year58
9	Commercial: N(A
I	First Year Second Year Third Year Fourth Year
	` <u>_</u>

Response to Question S 5.

The submitted application is for an area located in a part of the state identified by the Arizona Department of Water Resources as the Yuma Basin. The following information was obtained from the Arizona Department of Water Resources website and is verbatim.

Basin Description

Yuma Basin is located in the extreme southwestern portion of Yuma County, generally bounded by the Colorado River on the west, Gila Mountains and Tinajas Altas Mountains on the east and the Mexican border to the South.

<u>Findings</u>

Groundwater occurs in the alluvial deposits of the valley. Depth to water is less than 50 feet along the north and west boundaries of the basin. In these areas, groundwater may be so shallow that draining of the soil is necessary. To the south and east depths to water increase and are close to 400 feet along the southern boundary toward the Tinajas Altas Mountains.

The groundwater aquifer at the boundary between the two basins near Dome is relatively narrow, restricting the movement of water from one basin to the other. Also, the major aquifers in the Yuma Basin occur under the floodplain of the Colorado River and under Yuma Mesa, both of which derive their supply from the Colorado River water.

Fifth Year			
<u>Industrial</u> :	NA		
First Year	Second Year	Third Year	Fourth Year
Fifth Year			
Irrigation: }	AI		
First Year Fifth Year		Third Year	Fourth Year
*	ojected annual water collasses for each of the fi	1	te treatment, in gallons, for each
Residential:			
First Year	Second Year	Third Year	Fourth Year
Approxima Fifth Year	ately 4.15 mil]	lion gallons a	year
Commercial:	N/A		
First Year	Second Year	Third Year	Fourth Year
Fifth Year			
Industrial:	1 (A		
First Year	Second Year	Third Year	Fourth Year
Fifth Year			
Irrigation: N	A		
First Year	Second Year	Third Year	Fourth Year
Fifth Year			•

of

3.	Indicate the total estimated	annual operating revenue for ea	ch of the first five years of operation:
	Residential:		
	First Year \$14,000	Second Year_\$14,000	Third Year \$14,000
	Fourth Year	Fifth Year	_
	Commercial: N/A		
	First Year	Second Year	Third Year
	Fourth Year	Fifth Year	-
	Industrial: NA		
	First Year	Second Year	Third Year
	Fourth Year	Fifth Year	<u>-</u>
,	Irrigation: N [A		
	First Year	Second Year	Third Year
	Fourth Year	Fifth Year	
4.	Indicate the total estimated operation:	annual operating expenses for ϵ	each of the first five years of
	Residential:		
	First Year_ \$10850.00	Second Year <u>\$10850.00</u>	Third Year_ <u>\$10850.00</u>
	Fourth Year \$10850.00	Fifth Year_ <u>\$10850.00</u>	-
	Commercial: N/A		
	First Year	Second Year	Third Year
	Fourth Year	Fifth Year	

	Industrial: N	4	
	First Year	Second Year	Third Year
	Fourth Year	Fifth Year	
	Irrigation: NA	\	
	First Year	Second Year	Third Year
	Fourth Year	Fifth Year	
	Attachment C-3).	d list of the major components of the Tobe filed later estimated cost to construct utility faci	by June 30,2008
	¢10 500 fo	r new well only everyth	
		Check	rized Representative)
		CHACK Swy	t Name Here)
		President (Title	e)
SUBSO	CRIBED AND SW	VORN to before me this <u></u> day	of Jak . 2008
		NOTAR	Settle Y PUBLIC
Му Со	mmission Expires	Irene Crites Notary Public - Arizona Yuma County My Commission Expires	

ATTACHMENT "B"

Parcel No. 1

The West half of the Northeast Quarter (W1/2 NE ¼ of Section 28, Township 9 South, Range 23 West of the Gila and Salt River Base And Meridian, Yuma, County, Arizona,

EXCEPT that portion of the West half of the Northeast Quarter of Section 28, described as follows:

BEGINNING at the Northwest corner of the West half, West half, Northeast Quarter thence South 936 feet to a point, thence East 660.4 Feet to a point thence North 936 feet to a point thence West 659.45 feet to the point of beginning.

AND FURTHER EXCEPTING a portion of the West half of the West half of the Northeast Quarter of Section 28, described as follows:

BEGINNING AT THE Southwest corner of the Northeast quarter of said Section 28, thence North 535.85 feet thence East 625.44 feet, thence South 533.54, thence West 625.98 feet to the point of beginning.

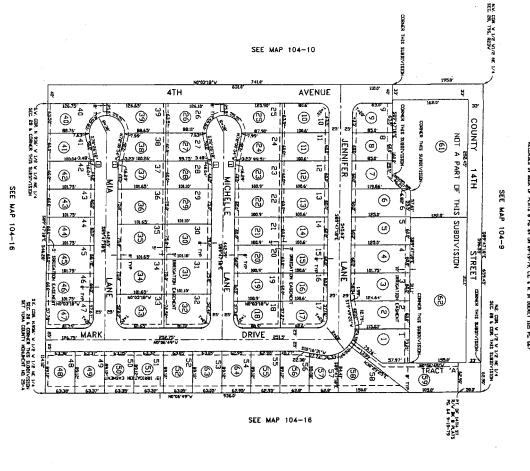
Parcel No. 2

Lots 1 through 58, and Tract "A" Sun Leisure Estates, Unit No. 1, according to Book 8 of Plats, pages 64 and 65, Records of Yuma County, Arizona.

ATTACHMENT "B"

to	lWl		Z8						(15	5				7	22	بار)			
	COUN	TY.			٤	SEC	TI(NC				то	WN	SHI	P		RANGI				
6			5				4				3				2				1		
7			8				9				1	0			1	1			1	2	
1	8		1	7		-	1	6			1	5			1	4			1	3	
1	9		2	0			2	1			2	2			2	3			2	4	
3	0		2	9			2	$m \sim 1$			2	7			2	6			2	5	
3	1		3	2			3	3			3	4			3	5			3	6	
Type or Print Description Here: See Attached																					

SUN LEISURE ESTATES UNIT 1



LENGTH TANGENT CHURD	11.46,54. 85,
	DELTA RADIUS

BOOK PT. W 1/2 SECTION 28, RANGE 23W MAP NE 1/4 11-14-96 JCH 06-04-97 JCH 03-07-05 SKS TOWNSHIP 9S YUMA COUNTY ASSESSOR FOR INFORMATION ONLY NO LIABILITY ASSUMED YUMA COUNTY ASSESSOR SCALE 1" = 100TOWNSHIPS MAP LAST AMENDED 053A->063, 064 ≤ 1/2

To be filed later by June 30, 2008.

ATTACHMENT "C"

PROFORMA BALANCE SHEET (WATER)

ASSETS	<u></u>		
Curre	nt Assets		
Cash		\$	
Accour	nts Receivable		
Other			
Total	Current Assets		
Fixed	Assets		
	Utility Plant in Service		
	(Less) Accumulated Depreciation		
	Net Plant in Service		
	Other		
	TOTAL ASSETS	\$	
LIABII	LITIES AND CAPITAL		
Currer	nt and Accrued Liabilities		
	Accounts Payable	\$	· .
	Notes Payable		The state of the s
	Accrued Taxes		
	Accrued Interest		
	Other		
	Total Current and Accrued Liabilities		
	Long-Term Debt	\$	
	Other		
		•	

Deferred Credits Advances in Aid of Construction \$ Contributions in Aid of Construction Accumulated Deferred Income Tax Total Deferred Credits \$ TOTAL LIABILITIES \$ CAPITAL ACCOUNT Common Stock \$ Preferred Paid in Capital Retained Earnings

Total Capital

TOTAL LIABILITIES AND CAPITAL

CW-2 PROFORMA INCOME STATEMENT (WATER)

		YR ONE		YR TWO		YR THREE
REVENUE:						
Water Sales Establishment Charges Other Operating Revenue Total Operating Revenue	\$	14690.00	\$	14690.00	\$	
OPERATING EXPENSES: Salaries and Wages Purchased Water Power Costs Water Testing Repairs and Maintenance Office Supplies Expense Outside Services Rents Transportation Expense	\$	1500.00 1850.00 1038.00 240.43 3850.00	\$	1500.00 1850.00 1038.00 240.43 3850.00	\$.	1500.00 1850.00 1038.00 240.43 3850.00
Taxes Other than Property and income Depreciation Health and Life Insurance Income Taxes Property Tax Miscellaneous Operating Total Operating Expense OPERATING INCOME OR (LOSS)	\$ \$	1693.00 45.00 690.00 11881.63 2808.37	\$ \$	975.20 1693.00 45.00 690.00 11881.63 2808.37	\$ \$	975.20 1693.00 45.00 690.00 11881.63 2808.37
OTHER INCOME/EXPENSES: Interest Income Other Income Other Expenses Interest Expenses	\$		\$		\$	
TOTAL OTHER INCOME/EXPENSE NET INCOME (LOSS)	\$ \$		\$		\$ \$	

PROFORMA UTILITY PLANT IN SERVICE (WATER) FIRST YEAR

	ORIGINAL COST	ACCUM. DEPRC.	(DRIG. COST LESS DEPREC.
Organization Franchises Land and Land Rights Wells and Springs Electric Pumping Equip. Water Treat. Equip. Distribution Reservoirs and Standpipes Transmission & Dist. Mains Services Meters Hydrants Other Plant Structures and Improvements Office Furniture and Fixtures Transportation Equipment Tools and Work Equipment Laboratory Equipment Power Operated Equipment	\$	\$	\$	
Communication Equipment Other Tangible Plant TOTAL PLANT IN SERVICE	\$	\$	\$	

To be filed later by June 30,2008

ATTACHMENT "C"

PROFORMA BALANCE SHEET (SEWER) <u>ASSETS</u> Current Assets \$ Cash Accounts Receivable Other Total Current Assets Fixed Assets Utility Plant in Service (Less) Accumulated Depreciation Net Plant in Service Other TOTAL ASSETS LIABILITIES AND CAPITAL Current and Accrued Liabilities \$ Accounts Payable Notes Payable Accrued Taxes Accrued Interest Other Total Current and Accrued Liabilities \$ Long-Term Debt \$ Other

Deferred Credits $\mathcal{N}\left(\mathcal{A}\right)$	
Advances in Aid of Construction	\$
Contributions in Aid of Construction	1
Accumulated Deferred Income Tax	
Total Deferred Credits	\$
TOTAL LIABILITIES	\$
CAPITAL ACCOUNT	
Common Stock	\$
Preferred	
Paid in Capital	
Retained Earnings	
Total Capital	\$
TOTAL LIABILITIES AND CAPITAL	\$

CS-2 PROFORMA INCOME STATEMENT (SEWER)

NA

		YR ONE	YR TWO	YR THREE
REVENUE:				
Flat Rate Revenues Measured Revenues Established Charges	\$	\$ 		\$
Other Operating Revenue Total Operating Revenue	\$	\$		\$
OPERATING EXPENSES: Salaries and Wages Purchased Sewer Treatment	\$	\$		\$
Sludge Removal Expense Purchased power for Pumping Treatment Sewage Treatment and				
Testing Repairs and Maintenance Office Supplies Expense Outside Services				
Rents Transportation Expense General Insurance Depreciation				
Health and Life Insurance Income Taxes Property Tax Taxes Other than Property	\$	\$		\$
& Income Miscellaneous Operating Total Operating Expense OPERATING INCOME OR LOSS	\$	\$		\$
OTHER INCOME/EXPENSES: Interest Income Other Income Other Expenses Interest Expenses	\$ \$	\$ \$		\$

CS-3

TOTAL OTHER INCOME/EXPENSE

NET INCOME (LOSS)

PROFORMA UTILITY PLANT IN SERVICE (SEWER) FIRST YEAR

N	A
---	---

		LESS DEPREC.
Organization \$ Franchises Land and Land Rights Structure and Improvements Collection Sewers/Collecting Structures/Force Mains Service to Customers Flowing Measuring Devices	\$	\$
and Installations Receiveing Wells Electric Pumping Equip Treatment Disposal Equipment Plant Outfall Sewer Lines Other Plant Structures		
and Improvements Office Furniture and Fixtures Transportation Equipment Tools and Work Equipment Laboratory Equipment Power Operated Equipment Communication Equipment Miscellaneous Equipment Other Tangible Plant TOTAL PLANT IN SERVICE \$		\$

ATTACHMENT "D"

WATER TARIFF SCHEDULE

RATES AND CHARGES

CUSTOMER/MINIMUM CHARGE	SERVICE LINE & METER
PER MONTH	INSTALLATION CHARGES

METER	CHARGE GALLONS	METER	CHARGE
5/8 X 3/4"	\$12.50 FOR 1000	5/8 X 3/4"	\$ 250.00
3/4"	\$18.75 FOR 1000	3/4"	\$ <u>275.00</u>
1"	\$31.25 FOR 1000	1"	\$300.00
1 1/2"	\$62.50 FOR 1000	1 1/2"	\$345.00
2"	\$ <u>100.00</u> FOR <u>1000</u>	2"	\$625.00
3"	\$ <u>N/A</u> FOR	3"	\$
4"	\$_N/AFOR	4"	\$
5"	\$ N/A FOR	5"	\$
6"	\$ <u>N/A</u> FOR	6"	\$

COMMODITY CHARGE (EXCESS OF MINIMUM):

\$ 1.50 PER 1000 GALLONS

FLAT RATE \$ N/A PER MONTH

SERVICE CHARGES:

1. ESTABLISHMENT (R14-2-403.D.1)	\$ <u>25.00</u>
2. ESTABLISHMENT/AFTER HOURS (R14-2-403.D.2)	\$_40. <u>00</u>
3. RECONNECTION/DELINQUENT (R14-2-403.D.1)	\$ 25.00
4. NSF CHECK (R14-2-409.F.1)	\$15.00
5. METER REREAD/IF CORRECT (R14-2-408.C.2)	<u>\$10.00</u>
6. METER TEST/IF CORRECT (R14-2-408.F.1)	\$ 25.00
7. DEFERRED PAYMENT (R14-2-409.G.6)	\$ <u>15</u>
8. DEPOSIT INTEREST (R14-2-403.B.3)	per rule%
9. DEPOSIT (R14-2-403.B.7)	PER RULE

10. REESTABLISHMENT W/N 12 MOs (R14-2-403.D.1) MONTHS OFF THE SYSTEM TIMES THE MINIMUM

11. OTHER RATES & CHARGES APPROVED BY ORDER:

IN ADDITION TO THE COLLECTION OF ITS REGULAR RATES AND CHARGES, THE COMPANY SHALL COLLECT FROM ITS CUSTOMERS THEIR PROPORTIONATE SHARE OF ANY PRIVILEGE, SALES OR USE TAX

CW-4 ATTACHMENT "D"

SEWER TARIFF SCHEDULE

UTILITY: NA			PA	GE_OF_	
RATES AND CHARGES					
FLAT RATE					
RESIDENTIAL \$COMMERCIAL \$	PER I	MONTH MONTH			
BASED ON WATER USA	<u>.GE</u>				
RESIDENTIAL MINIMU	М \$	FOR	GALLONS		
EXCESS OF MINIMUM	\$	FOR	GALLONS		
COMMERCIAL MINIMU	JM \$	FOR	GALLONS		
EXCESS OF MINIMUM			GALLONS		
EFFLUENT SALES: (if ap	plicable)				
\$ PER	_ GALLC	NS			
SERVICE LINE CONNEC	CTION CH	HARGE \$			
SERVICE CHARGES:					
1. ESTABLISHMEN	Γ (R14-2-6	503.D.1)		\$	
2. RECONNECTION	_	UENT (R14-2-	-603.D.1)	\$	
3. DEPOSIT (R14-2-				\$	
4. DEPOSIT INTERE		· ·			%
5. REESTABLISHM			(R14-2-603.D.1)	\$	
6. NSF CHECK (R14				\$	
7. LATE PAYMENT	PENALT	Y (R14-2-608.F	(0.1)	\$	

OTHER CHARGES AS SPECIFIED BY ORDER:

ATTACHMENT "E"

PUBLIC NOTICE OF AN APPLICATION

FOR A CERTIFICATE OF CONVENIENCE, AND NECESSITY

BY SUN LEISURE ESTATES UTILITIES COMPANY, INC

Sun Leisure Estates Utilities Company, INC has filed with the Arizona Corporation Commission ("Commission) an application for authority to provide water service to an area in which records indicate that you are a property owner. If the application is granted, Sun Leisure Estates Utilities would be the exclusive provider of water service to the proposed area. Sun Leisure Estates Utilities will be required by the commission to provide this service under the rates and charges and terms and conditions established by the Commission. The granting of the application would not necessarily prohibit and individual from providing services to themselves from individually owned facilities on their property. The application is available for inspection during regular business hours at the offices of the Commission in [Phoenix at 1200 West Washington Street/Tucson at 400 West Congress, North Building, Room 218], and at Sun Leisure Estates Utilities, 255 W. 24th Street, Suite 2, Yuma, Arizona 85364.

The commission will hold a hearing on this matter. As a property owner you may have the right to intervene in the proceeding. If you do not want to intervene, you appear at the hearing and make a statement on your own behalf. You may contact the Commission at the address and telephone number listed below for the date and time of the hearing and for more information on intervention. You may not receive any further notice of the proceeding unless requested by you.

If you have any questions or concerns about this application, have any objections to its approval, or wish to make a statement in support of it, you may contact the Consumer Services Section of the Commission at [1200 West Washington Street, Phoenix, Arizona 85007 or call 1-800-222-7000/400 West Congress, North Building, Room 218, Tucson, Arizona 85701 or call 1-800-535-0148]

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ARTICLES OF INCORPORATION

SUN LEISURE ESTATES UTILITIES COMPANY, INC.

nonprofit corporation, is Sun Leisure Estates Utilities Company, Inc.

2. Purposes. The purpose for which this Corporation is formed is to provide water and possibly other utility services solely to the lots (the "Lots") and to the common area (the "Common Area") in that certain platted subdivision, now existing or as at any time hereafter amended, located in Yuma County, Arizona, and known as "Sun Leisure Estates" (the "Development"), as contemplated and provided for in that certain Second Restated Declaration of Covenants, Conditions and Restrictions for Sun Leisure Estates, which has or will be recorded in the Records of Yuma County, Arizona (the "Declaration"); to perform all of the duties and obligations and exercise all of the powers and privileges of the Corporation, if any, as set forth herein and in the Declaration; and, subject to the limitations, if may, imposed by Subchapter T (§§ 1381-1388) of the Internal Revenue Code of 1954, as amended ("Subchapter T"), to do all other things and exercise all powers and rights of a corporation which are lawful and consistent with the foregoing purposes and the nonprofit, every α ative character of this Corporation. The purposes and authority of this Corporation shall be as broad as, and no preader thun, the authority and purposes permitted in compliance with Subchapter T, such that notwithstanding any other provision herein to the contrary, this Corporation shall not engage in any activities which may result in the alteration of its nonprofit,

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cooperative status and character and shall distribute patronage dividends and perform such other acts and functions as may be required by, and in compliance with, Subchapter T.

3. <u>Initial Activity</u>. The character of the business — the Corporation intends to conduct initially shall be to construct, maintain and operate a water utility system solely for and within the Development and to provide water service solely to the owners of the Lots and the Common Area.

Membership. This Corporation shall be a non-stock, cooperative corporation and shall be owned by all of its members as hereinafter defined ("Members"). No dividends or pecuniary profits shall be paid to its Members except as permitted by Subchapter T. Membership in this Corporation shall be limited solely to the owners of the Lots and the Sun Leisure Estates Home Owner's Association which is or shall be the owner of the Common Area as provided in the Declaration (the "Association"), and all of such owners shall automatically be Members of this Corporation. Membership in this Corporation automatically shall cease and terminate, immediately, upon the owner ceasing to be an owner of a Lot or the Association ceasing to be the owner of the Commis-Area. Membership in this Corporation, and any Member's mark, right, title or interest in and to the funds or assets it this Corporation cannot be transferred, assigned or hypothecated in any manner whatsoever, except as an appurtenance to the Member's ownership of a Lot or the Association's ownership of the Commun. Area. Other limitations, privileges, obligations and rights (

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membership in this Corporation, if any, are as set forth in the Declaration.

5. <u>Voting Rights</u>. This Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all owners of Lots and the Association, its successors or assigns, as the owner of the Common Area within the Development, with the exception of Declarant (as defined in the Declaration), and each shall be entitled to one vote for each Lot owned, or, as to the Association, one vote for the Common Area. When more than one person is an owner of any Lot, all such persons shall be members but shall be required to cast their vote as a unit such that in no event shall the vote with respect to any Lot be divided. The vote for the Common Area shall be held and exercised only by the Association, its successors and assigns. If more than one Lot is owned by an individual, firm, partnership or corporation, that owner shall be entitled to one vote for each Lot so owned.

Class B. The Class B Members shall be the Duclarant who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration. All voting rights shall be subject to suspension as provided in the Declaration and to the other limitations, privileges, obligations and rights set forth therein.

6. Board of Directors. The affairs of the Corporation shall be conducted by an initial Board of Directors consisting of

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two directors, but as set forth in the Bylaws of this Corporation, the number of directors may be increased. The directors shall be elected by the Members of this Corporation at their annual meeting, or a special meeting called for that purpose, and shall serve for such term as is fixed in the Bylaws. Except for directors designated by Declarant, each director shall be an owner of a Lot, or an officer, director, partner or beneficiary of a corporation, partnership or trustee which is the owner of such Lot. The directors and the initial officers of this corporation are:

- (a) Carroll J. Pierce President Director
- (b) William Altenbernd Secretary/Treasurer Director
- 7. <u>Incorporators</u>. The names and addresses of the incorporators are:
 - (a) Carroll J. Pierce c/o Carroll J. Pierce Investments 7345 East Earll Drive Scottsdale, Arizona 85251
 - (b) William Altenbernd c/o Carroll J. Pierce Investments 7345 East Earll Drive Scottsdale, Arizona 85251
- 8. <u>Limitations</u>. As set forth in the Declaration, this corporation is subject to certain limitations. No amendment to these Articles, nor any action taken by this Corporation pursuant hereto, shall be contrary to, or in conflict with, the limitations and other matters set forth in the Declaration.

9. Inconsistencies. In the event that any part or provision of these Articles are in onflict or inconsistent with the Declaration, the terms and provisions of the Declaration shall prevail and supersede such conflicting or inconsistent provisions hereof.

herein set forth, and expressly subject to the terms and conditions herein set forth, and expressly subject to the terms and conditions of the Declaration, these Articles may be amended, altered or repealed only after written notice to all Members and upon the affirmative vote of a majority of the Members of this Corporation then entitled to vote at any regular or special meeting of this Corporation, in person or by proxy. These Articles and any amendments or alterations hereto shall be valid only if consistent with the Declaration.

may be adopted by the Board of Directors herein designated.

Amendments, alterations and repeal of the Bylaws may be made only upon the affirmative vote of a majority of the Board of Directors of this Corporation then entitled to vote at any regular or special meeting of the Board, in person or by proxy.

The Bylaws and any amendments or alterations hereto shall be valid only if consistent with the Declaration and these Articles.

12. Stacutory Agent. The name and address of the initial statutory agent of the Corporation is L & R Service Co., Suite 2200, 100 West Washington Street, Phoenix, Arizona 85003.

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13. Indemnification of Directors and Officers.

Subject to the further provisions hereof, the Corporation shall indemnify any and all of its existing and former directors and officers against all expenses incurred by them and each of them, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise, which may prise or be incurred, rendered or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of employment as director or officer of the Corporation. whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the Corporation whether the legal action brought or threatened is brought by or in the right of the Corporation or by any other person. Whenever such director or officer shall report to the president of the Corporation or to the Board of Directors that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties and amounts paid in settlement or compromises in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been comemitted by him or her while acting within the scope of he or her employment as a director or officer of the Corporation, the Board of Directors shall, at its next regular or at a special menting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or

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contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the Corporation shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation, at its own expense and through counsel of its own choosing, to defend him or her in the action.

EXECUTED this and day of AMMAN, 1981

William Altenbernd, Incorporator

Prerce, incorporator

STATE OF ARIZONA)) ss. County of Maricupa)

This instrument was acknowledged before me this 2002 day of January , 1981, by Carroll J. Pierce.

Mary Public

My commission expires: 2-27-81

County of	
day of	This instrument was acknowledged before me this 2nd anuary 1981, by William Altenbernd.
7	Marian Taylor Notary Public
My commiss	sion expires: 2-27-81
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corporation, as TRUSTEE, being the owner of all the following SEPTEMBER , 1979, by YUNA TITLE & TRUST COMPANY, an Arizona

THIS DECLARATION, cade and dated this 1274

SUN LEISUNE ESTATE

described premises located in Yuma County, Arizona and described

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Catalana and the contract of t

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9/19/79

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WESTOVER, CHOORES, STAINLE & SOWEM, P.C. ATTOMATES AT LAW 8400 PRIMER AVENUE, SUPE MORE PRINT OFFICE FOR AUTOMATE VIMA, ACHORO W1204

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AN follows:

tots 1 to 58 inclusive, and TRACT A, SUN LITSURE ESTATES, according to Book 8 of Plats, page (4-6-4), records of Yuma County, Arizonal

thereof, does hereby declare said premises subject to the followand desiring to establish the nature of the use and enjoyment use and enjoymnet thereof, all of which are to be construed as restrictive covenents running with the title to said premises Si th expressed covenants, stipulations and restrictions, as to e a ch and every part and parcel thereof.

MERTOVER, CHOLLES, BRADLE & ROWEN, F.C. ATTOMNEYS AT LAW ARES POLICES AVERAGE, MAPS & YOU PURY APPRELICAS SHEET TUEN, ANLOHA 82884

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Lota 1 to 58 inclusive, SUN LEISURE ESTATES

farily residential lots. No more than one single-family mobile said lots. homs or modular home shall be erected or maintained on any of the shall be known and described as single-

No lot or lots or portion thereof shall

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children under the age of 18 years, when said children may be wise transferred to reasonably expected to reside or dwell in such lot or lots for 9 nor shall any child under the age of 18 years be allowed to reside restriction shall compal or require the violation of any laws three [3] said lot or lots for more than thirty (30) days during than thirty (30) days during any three (3) wonth period, month period; provided, however, that nothing in this persons having custody, care or control of ever be sold, conveyed, assigned or other-

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be in effect, and in relating to unlawful discrimination which may now or hereafter or laws, this agreement shall be construed auch manner se to avoid such conflict. the event of a conflict created by such law and implemented F

We mobile home dwelling shall be arecred

exclusive of open roof areas, cobenes, carports and garages; ares and not less than 10 fact in width under persanent roof, which contains less than 500 square fast of ground floor level asintained upon said lots which contains less than 900 square pur feet of ground floor level area under permanent roof, exclusive and maintained upon said lots shall not exceed one [1] story homes, modular homes, structures and buildings erected, permitted more than five (5) calendar years prior to 924 open roof areas, cahanas, carports and garages. All mobile no modular dwelling unit shall be erected, permitted, or placed upon the lots. All mobile homes shall have been manufactured no permitted, or maintained upon said lots the year in which they.

Self contained travel trailers, campers,

this subdivision for the use and enjoyment of the owner of the permitted for a period of up to three (3) years on all lots parking of a self-contained travel trailer or motor home on one ment mobile hame or modular unit. lot and his family. This provision shall not prohibit the within the subdivision fifth wheelers and notor homes may be after the erection of a perma-

All permanent podular or mobile horse shell be set at no nore than inches

epraé established for irrigation purposes.

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the lots herein. This provision will not prevent an owner or or nature shall be permitted upon any of

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tacks adjacent to

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fences shall be constructed of top

occupant from using said residence for the purpose of receiving business nail or any typem 1121 ar 169 All permanent mobile homes of modular

than 10 fast to the side and rest property lines; except that feet from the streets of the subdivision and shall be no closer carports, cabanas, detached atorage areas, partos and other structures not arrived to the permanent deciling may be placed within 3 feet in depth from the sidelines and 10 feet in dapt from rear property lines. homes shall be set back a minimum of

meintained upon any lot, nor shall anything be done or permitted thereon which may be or become a nulsance or annoyance to the Ho unlewful, offensive or noxious activity or conditions shall be carried on

enything normally described as junk, trash or rubble be kept or maintained on any lot. No incinerator, other than highcombustion burners, shall be kept or maintained on any lot. be at all times kept in a neat and sighly condition and shell be cultivated and planted to any extent sufficient to maintain appearance not out of heaping with that of typical improved connection with all approved properties shall

WESTOVER, CHOILES, SHAFE, S ATTEMBERS AT LAW BEST COMMENTS AT LAW HOST STATES SO SON THESE SON SONS THESE SONS SONS

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neighborhood. Ho equipment, service yerds, storage piles, not

properties in this subdivision. No substantial, continuing vehicle repair shall be conducted on any parcel, nor shall disabled and/or junk vehiclss or vehicles of any kind be kept on scaping and lot cleanup shall be completed within ninety (90) parcal of the adjacent public street or private alley. Land-

lines, except in the front yard setbacks and the eide yard setfrom mobile home setup. fences of walls not exceeding & feet height, cay be exected up to the property

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Ξ quality materials in a workmaplike manner and the use of chicken wire or plexiglass fences are specifically prohibited. be kept; provided, they are not kept, bred or maintained any lot, except that dogs, cats of other household fets may commercial purposes and in quantities which are not such as to creats an annoyance of nuisance to the neighborhood. vater tailing on water falling on the public right-of-way fronting that lot. vehicls, shall not be stored or permanently parked on the front yard sidewalk or upon the public roads of the subdivision. 10. Ho animals, livestock, or paultry of any that lot, plus one-half (1/2) of the storm 11. The hydrologic design of this subdivision 12. Boats, bost trailers, camping trailers, kind shall be raised, bred, or kept on requires that each lot accept all storm eny other sporting or camping equipment or ē Such

****** ***** ***** **=** ಷ 5 = articles or vehicles may be stored upon the

1). No advertising signs, billboards,

unsightly

Z H Ņ X provided, however, that one "por Rent" or "for Sale" sign may be erected, placed or permitted to remain on any of the lote: placed on any lot, provided said sign does not exceed a square or permitted upon any of the above described lots, except for feet. Ho elevated tanks of any kind shall be erected, placed such tanks used for the storage of gas, fuel oil, gasoline or tanks must be kept buried or kept acreened by adequate plants oil in connection with the permanent residence thereon, and saic ect fence lots being a part of the subdivision in accordance with the teres, conditions Ġ conceal them from the neighboring lots. 1. and descriptions set forth in that certain objects, or other nuisances shall be There is hereby created gasements upon across, over and under the individual

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WESTOVES, CHOLLES, SPANES, S SOWEN, P. G. ATTOMSTS AT LAW MANUS SPANES, AUTTY SPANE SPANES SPANES, STANES, STANES VIMA, STANESHA SPANA

FROM-Citizens Title & Trust

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situated in said tract to

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or persons violating or attempting to prosecute any proceeding at law or in

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lawful for any other person or persons duning any real property

any of the covenants herein, it shall be

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servient tenements.

If the owner or possessor of any lot subject

entitled to the benefit of the covenants herein contained

the other lots in said track which shall

<u>.</u> S 5 **=** Ħ 2 ø Ħ ۵ recorded in Dook 8 of Plats, parcels, whether for lease or rental purposes; provided, however, the Yusa have that adjacent property camers may convey a portion of their approvals incressary from the local governmental authorities property be permitted upon, or in any lot. Ho derrick or other structure shall oil wells, tanks, tunnels, mineral axcavations or shafts operations of any kind shall be parmitted upon or in any lot, nor in height from designed erected, maintained or permitted upon any been obtained prior to the transfer of a portion of a County to another adjacent property owner, provided that all for use in boring for oil or natural gas Recorder. ground level. 15. No lot or 17. No oil drilling, oil development, opera-Ë shall be divided into smaller units or Each of the lots in said tract shall tions, oil refining, quarrying or mining constitute the dominant tensment and • page fry 1/1, in the office parcel of land in the subdivision shail be â lot. 6

WESTOWER, CHOOLES, SHADES & BOWER, P.C. Extenders of Law Bains request, acts become past strong and stand Yung, smildha quasa Ξ

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in any event, he construed and held to be a waiver thereof or rights, ö reservations, and ilmitations contained herein shall not, any further or succeeding breach or violation thereof. railure to enforce any of the covenants, restrictions. IN MITNESS WHEREOF, YOUR TITLE & TRUST COMPANY, 3

signed officer hereto duly authorized, this gaday of to be signed and its corporate meal to be effixed by the SEPTEN 361 corporation, as TRUSTEE, has caused its corporate named 1979.

THE A TITLE & TRUST COMPANY, as Arizona corporation, as

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doing, or to recover damages for such violation.

any such covenants and either to prevent his or them

William E.

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remain in

Thereafter, they shall be deemed to have been automatically

for successive periods of

ten (10) years

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force and effect until and including December 31, These covenants, scattletions and conditions shall

renewed and extended

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Antennam for televisions and radio reception

are permitted, but shall not exceed 30 feet

conditions may at any time be modified or amended by an instrules : ment then three-fourths (3/4ths) of the lots in said subdivision, in writing, executed and acknowledged by the owners of not These covenants, restrictions, reservations

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recorded in the office of the Recorder of Yuma County, Arizona.

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fourths (1/4) of the lots in said subdivision, and executed and acknowledged by the owners of not less than each, unless revoked or amended by an instrument in writing,

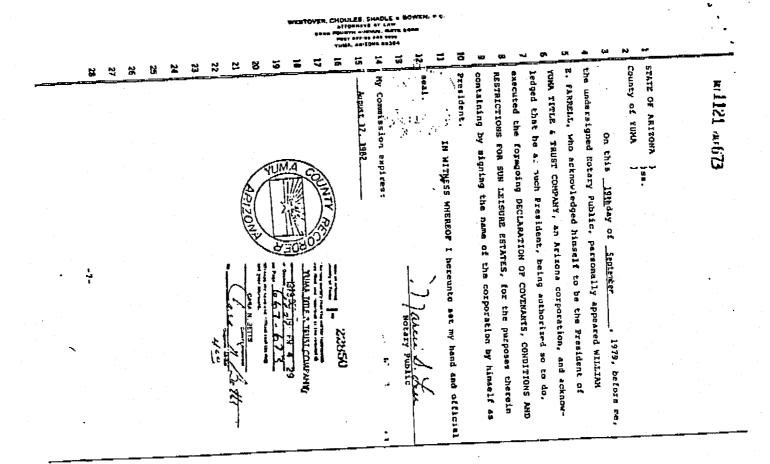
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recorded in the office of the Recorder of Yume County, Arizon Invalidation of any one of these covenants or restric-

tions by judgment or other provisions which small remain in full force and effect. court order shall in no way affect any of

be binding upon personal representatives. The benefits and obligations bereunder shall inure 5 parties hereto, their successors, 3931605 and

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L. "Articles" abail mean the Articles of Incorporation of

Assectation. 1.2 "Recomment" shall meen the charge imposed as presided

1.3 "Association" shall mean and tolor to the GYI LIESURE ISTATES MINE COMMEN'S ASSOCIATION, on Atlant memprofit desporation, its successor and medical Paragraph T.

"Board" that I seem the found of tirestors of the despointion.

THE LEGAL CHAILS OF CONTINUES OF CONTINUES OF CONTINUES CONTINUES OF C

THIS PLEAT RESTAINS DICLARATION Is such this 11 day of 4/11-day 1910, by 1964, on Arisma corporation, burnington "Decidenal"

A. Deflared to the developer of that centain real party located in temporary, Artanos, figuritarize the "property," which is more particularly described on Core 1-36, inclinative, and Track A Bustistian to triviting a undefination exceeding to the place records it is bind to 6 Plate, pages 44-5, decords of Youn County, Artanos, as and the manded the relatives the Property any otherwise the referred to as the "Development" is

0. Declarate is alrea the nutborkly pursuent to the Original D-slevation to mend the Original Declaration from time to time;

D. As of the data becoef, Bustarans, so the occur of the second the deficial Lat. forced to it so Iriginal businession has anthority to mand the deficial becameration as now orth horostay

E. Designant farkes to subjet and layers upon the frequety mobust and handlelet usuamands, restriction, accumula, conflictors, colorations, setments, the setments of the setments and development standards (bereinefer soldestrair referred to us the fine charge and development standards (brownesses for the bossile at the property and the restrictions) under a general plan of inverses for the bossile at the property and the operary thereof and

7: Declarat shall becoperate, at a sepretit corporation, the full little untract that current is a temperation of the religion preservation of the religion and manufacts of the regerity and to which that he deligated the proper of askinkaing and similariering the "Jacklithes of the breimpress" (as the property of the

The state of the s 1-14 "Kenber" shall went any person, corporation, personnish, joint venture or other legal entity who is a number of the terestation as provided in terestated 3.5.

8 of Plata. 1-16 "Plat" pages its subdivision just of the Juspetty seconded in Sont pages 44-95, becomes of Time County, Arthona, as and it mandade

1.17 "Property" shal, were and refer to the property so described in the

lig "Apprictions" shall mean the aumrencas, restrictions, revenuette, conditions, reservations, sessmants, liens, charges and development rights set forth harris.

easpd t i . "Sylaws" shall seen the Splace of the Association. as and tr

the "watlitten of the Dryalopsent" shall been the the fail and prisonal property evond by the Americalies for the unital une and onlysest of the Operas ingrises with the fitters and equipment send is confunction threath). The facilities of the Davalopsent shall include all of the Property so designated in the Flat probability, without literature, points backers, administration, parties, tenders/sq., put largering areas, without agreement, points, between the cather, and all efficient self equipment agreement that frequenty as consists of Extender lot Mars.

is? "Seglarant" : di more ca. cd. lac., an Aricon correctain, and like successors and assigne, if such accessors as a digna sequire more than one lot from Teringtank for the purpose of development.

1.8 "Gaclaration" shall seen the previouss and Kestrictii " . want, as each if near-left.

1.4 "Davelopment" shell mean the property referred to in Paragraph

i.jo "Exterior for tides" shall seem the cutsian boundary fines perianters of a for so depicted on the fifst which excloses the cutsia decision for conveyed by Declarent to the Owner. 2 9 7

3.11 "First Mortgage" shall main any mortgage, fied of trust of Agran-ment for sale under in good faith, for value and fully menusted and treated as not be create a line that in prior to the line of may other mortgage, dead of event of Igri-gage for sale. The mortgages, benefitskay and vender of day such mortgage, dead of trust or agreement for sale, respectively, shall be referred to se the "First Mortgages."

1.13 "Persoleste" shall men and titer to any procedure or pioteen whereby a mortage, deed of trees or agreement for eals may be freedoried or inforced mantan yeaperly subject to its late including, without listington, judicial inredients on judicial mantant of a best precedings, forfollure by judicial proceedings, the acceptance of a deed in these of forfollows or similar proceedings.

.mr. 111931, -- ,039

1.19 "Single Family" that! mean a group of one or yore persons each ad to the other by blood, warriage or legal adoption, or a group of not more the persons not all so related, together with their domnatic serumts, who waints:

1 household on a tot.

who waintain d

CHECH 1,20 "Single Family Residence" shall mean a mobile home as defined in A.R.S. A.R.B. 9 22-1172(18) or a re. dential building or r dwelling unit as defined in A.R.S. 12-1172(10) located on a Lot and occupied and used by a Single Family in conformity 12-1172(10) located on a Lot and occupied and used by a Single Family in control to the requirements imposed it, applicable monitor that first mastered by: -rethon and the requirements imposed it, applicable and regulations.

1.21 "The Village Rules" shall mean the rules shopted by the Association

1.22 "Wi this from Meighboring Property" shall mean, with respect to day given object, that such object is "r would be visible to a person six feet tell, aranding given object, that the disvetion of any part of such neighboring property at an elevation no greater than the disvation of the base of the object batch visues.

2. garablishment. Declarant intends to develop the Property in accordance with the general plan deploted in the Fist whereby the Property shell be developed as a with the general plan deploted in the Americance.

Hesidential. Each Lot shall be used, improved and devoted exclusively to fire-class residential use of and for no more than one Single Family Residence and no gainful occupation, profession, trade, besides, raligion, or other normanidential and no gainful occupation, profession, trade, besides, and other breas withing a nor not use aball be conducted upon or from any late, carports and other breas withing a nor not use aball be conducted upon or from any late. Carports and other breas regardless of the use aball designed as a living area regardless of the carbotally designed as a living area shall not be used as a living area regardless of the carbotally designed as a living area parameter.

absence of elegrations therein.

3.2 Constitution. Only a new Single Family Braidence may be exected, placed or maintained on moy hor. Yeallers, whose, atructures of a temporary character used as a residence status temporarity of permanently, unshiptly udindow coverings such used as a temporary properties of permanently and hospitable, senteriums or other used as alimatum foll, nearlypaper, has board, or the lite! and hospitable, senterium or other places for the care or treatment of the sick or disabled, mentally ne physically, ore probability, and probability and probability and probability and probability and probability and probability and probability.

).2.1 at least 650 square feat of gross livable area under its permanent foot, anciusive of carports, cubanas and garages?

3.2.2 on exterior width of at huser 12 feet

1.2.3 not more than 15 test in height above original lot gradu

3,2.4 and flor of which shall be at no more than is inches above grade setablished for drilings and irrigation purposes;

3,2,5 secupt as may be otherwise required by any governmental released to required the second of the setal be a required as appeared the setal be a retained as a reduced the setal be a retained or sepileable, therefor, now or as the relation for the setal and or required and arrangement of to feat from any side or year Barerior the Line, ascept that casports a sinkane of to feat from the date of the setal and the setal arrangement of the seta

3.3 Accessories. No clotheslines, wood piles, exterior storage arest per atterior storage arest per atterior storage arest per atterior storage arest atteriors approval of the printing or equipment as in approved and authorised shall be attractively easely with the printing or equipment as in approved and authorised shall be attractively so earth are to equipment as the approval as to problem the or other vehicle, and or oncealled (sobject to all required approvals as to problem vehicle, and to be yield a grow mighthoring Property. No succession are and to be yield a grow mighthoring Property. However, about remain or any lot in any last or with could be construed as being stored, neglected, absorboned or otherwise sot means a which could be construed as being stored, neglected, absorboned or otherwise sot in active use.

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3.6 Utilities. All gas, electric, power, telephone, wat to mever, ealevision and other utility and service connections and lines shall be located either objects of concealed, except when prohibited by lev. Service pedastels, transformant of the content and shall at inverliations my be located show ground, who content and shall be permitted. He outside lighting shall be permitted at the permitted of the permitted and outside in an additional and other indirect mon-colored lighting.

to advantining sign, biliboard or display shall be or "For Rent" sign not exceeding four square feet is

nicked except one "For Sale"

3.6 Yalls. Mo wells or feaces shall be constructed other than by Declarant unless previously approved by the Board is writing. In no case shall any outly the feace of the state of the sta

3.7 Landagaping. No erro, shrub or other landscaping shall overhang or otherwise sucroach upon any sidewelk, persect or any portlos of the Facilities of the Davelopeant. No Gener dhall allow any condition saich shall induce, breed or harbor plant disease or norious insects.

3.8 Haigtanance. No Lot or Single family Realdence shall be paralized to fail into disrapair and they shall be kept in good condition and repair and adequately landed. No garbage, subbitch, train or debris shall be hursed on the Property or be placed or allowed on a Lot sacept within refuse containers complying with governmental patendards. The paraloxe had maintenance of such runtiners shall be subject to require unsightly apparance, endanyer the besity Residence shall be allowed to present an unsightly apparance, endanyer the besith of Danses, research of fall curports or constitute an eggravestion, annoyance or subsance. The interior of all curports shall be maintenance of nover equipment, hobby shops or cappather whys, or for the etail to such account of a power equipment, hobby shops or cappather whys, or for the conduct of so account overland, repair or saidemenance work. The parking of trucks, for the maintenance of sover equipment, hobby shops or cappather within steem approved busses, trailers, beats and compare shall not be paralized except within steem approved by the Board.

3.9 Alterations. Ho improvements, additions, alterations, repairs, setting, handscaping, excertion or other work which in any way affaces or siters the painting, tapearance of any lat or single family maidence shall be injitiated without the appearance of any lat or single family maidence shall be injitiated without the prior withten appearance for the poard. Furnant to its rulemaking power, the Board shall have the right to refuse to appear, the Board shall have the right to refuse to appear or applications or grading plane, which are not multiplied or desirable, in its soil ophican appeared to contact caseing and in so passing upon such plane, specifications or other caseing, sad in so passing upon such plane, specifications and the telegation of the foregoing, it shall have the right to lar ansite plane, and without any linkesting of the foregoing, it shall have the right to lar ansite plane, and without any linkesting thereof with the surroundings and the right to the into consideration the suitability of the spropared improvement, the site upon which gradient approved the best with the surrounding and the right to the into consideration to, changes or alterations including exterior texture or color of the improvement and because of the prior without adjacent or malphoring property. It and the surrounders and specifications once approved shall be said without the prior without and the said without the prior without and the said without the prior without of the Board. All daciations once approved shall be faind and deviations in or other party shall have recourse against the Board shall be faind and the prior without party and the prior without party and the prior without and the board shall be faind and the prior party shall have recourse against the Board shall be faind and the prior party and party

3.10 Minima. He mining operations of my kind shall be permitted on the property shalles (swellding discovery, exploration, location, removal, whileg or refining and whether relating to value, oil, gas, hydrotations, gravel, usentum, gasthermal stame or otherwise.

3.11 Animate. To animate, reptiles, birds, foul, poultry, fish, horses to sive stork what he premitted or heat on or in connection with any tot or the Property. Commonly accepted household gets such as dogs, eats, birds and fish in reasonable numbers may be maintained within a for tent demantic but not commercial purposes. Sourcebeld personally accepted within a for tent demantic but not commercial purposes. Sourcebeld personally active and shall not be allowed to shall be restrained by feers, caps or leads at times and shall not be allowed to established a excrement in the facilities of the Eavelopment or any other part of the Troperty.

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3.12 Subd. Ho Lot shall be further subdivided or separated into confler or different portions or conveyed or enclushered in less than the full original confliction, conveyance or the granting of essession as set forth in the plat, hedication, conveyance or the granting of essession to public utilities or other public or quasi-public entities may be permitted with the prior written approval of the Board.

3.13 Coopliance. Ro Lot shall be used on statute, ordinance, code or regulation of any of this Declaration or the villags Rules. or maintained in violation by governmental authority, i

applicable o 3.14 Exemption. In developing and selling the Property, Decision that aball not be subject to the limitations of this paragraph and mothing conteined in this Decision the limitations of this paragraph and mothing conteined in the Becks. At its proving the content of the selled by Decision to the expressly permissible without improvements constructed or installed by Decisions in the approvality the Board or any others and motesthetsonding my Restriction of necessity for approvality the Board or any others and motesthetsonding my Restriction of prohibition to the contrary set forth in this decision of the contrary set forth in this decision.

bell of Transfer. No Lot or Lute, or any portion thereof shall ever be sold, conveyed, spaigned or otherwise transferred to, by operation of lar or otherwise, transferred to, by operation of lar or otherwise, any person or persons baying ears, custody or control of a child or children on the spaces ("Malor Children") when such Minor Children may be expected to under the age of 18 years ("Malor Children") when such Minor Children may be recently person or person of both for more than 30 days during any three-month period; nor shell a person or person with such Minor Children have the right to acquire of receive title to a Lot or lots.

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4.2 <u>Gugsts.</u> No Binor Children shall be allowed to reside on a lot of the owner thereof for more than 30 days during any three-month

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period. 4.) Crapliance With laws. Bothing in this Section shell coapel nor require the violation of any laws relating to unlawful discrimination which may now a require the violation of any laws the sent of 1 conflict created by such take or laws th hereafter be in effect, and in the seent of 1 conflict created by such take or laws the research of the conflict. to the section of

The Sun Letaure Estates Home Owner's Association.

5,1.1 The Association. The Association shall be a nonprofit, bringed with the duties and invested with the powers prescribed by Arinons emporation charged with the duties and invested with the powers prescribed by Arinons and this beclaration. Heighter the law and as set forth in the Arides, the Bylaws and this beclaration into the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless our the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to be a so to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to be a set to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to be a set to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to be a set to hardeless the Bylaws shall be encoded by otherwise changed or interpreted so so to be a set to have a set es es to to

Tight to form one of more absidiary Associations. The Association shall have the right to form one of more absidiary Associations for any purpose or purposes detend appropriate by the Brack. Mithouse itsidiations the senetality of the derending, one of any owner subsidiary associations may be derend for the operation and maintenance of any speciatic area incared within the Property. However, such actualdiary associations absult appropriate to this Declaration and may not rame any action to lesses or abstract the speciation and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or abstract the section to the Declaration and may not rame any action to lesses or action to the Declaration and may not rame any purpose or action to the Declaration and may not the Declaration and the Declara

3.1.1 Board of Directore and Officers. clarton shall be conducted by the Board and such officers as appoint, in accordance with the Articles and Bylave. eights of the Owners. The affairs of the the the Board may alect 9 1

5,2 Powers and Dutter of the Association. duties and powers as set forth herein and in the . The Association shall have the Assistant and Bylans.

clation may, gmend, and reuch gighte. 5.1 The Williage Rules. By a majority vote of the Soard, the Asso.
5.2 The Williage Rules. By a majority vote of this Declaration, adoption to the provisions of this Declaration, adoptioned to the seculations in regard to the Development and the facilities repeal rules and regulations in regard to the Development and the facilities

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of the Development to be known so "The Village Rubes." The rules asy restrict and govern the use of any area by any Owner, by the finally of such Owner, or by any invitre, govern the use of any area by any Owner, by the finally of such Owner, and discriminate licenses or leases of such Owner; provided, however, that the rules asy not discriminate licenses or leases or leads and income on the lacoustistent with this Beclaration, the Articles or the smooth Owners and shall not be income they may from time to time be adopted, amended smooth Owners. A copy of the Williage Rules as they may from time to time be adopted, amended by laws. A copy of the Williage Rules as they may from time to time be adopted, amended or repealed, whall be mailed or otherwise delivered to each Owner.

\$.6 <u>Personal Limbility</u>. Ho member of the Board our any officer of the Association, compensated or voluntary manages, or employee or agent shall be personally liable to any Outer for any damage, loss or prejudice suffered or claimed on secount of table to any Outer for any damage, loss or prejudice suffered because upon the basis satt, outsion, error, or regiligence, provided that such person has, upon the basis of error, provided that such person has upon the basis of outsion, error, or regiligence, provided that such person has although viliful or any act, outsion, error, provided that such person has although viliful or fintentional electromates. Officers and aembers of the Board shall be ind-smitted gainst intentional electromates. Officers and aembers of the Board shall be ind-smitted gainst parennal liability for acts or omissions in the sanger set forth in the Sylam.

5.5 Hambership. Every Owner of a lot himle be a fember of the Assortation. Newbership had be apportunant to and asy not be separated from conserving of lot. The rights and shightcloss of an Owner and membership in the Assortation shall not be sealined, transferred, pladged, conveyed, or altersted in any any except your not be sealined, to ownership to the Owner's Lut and then only to the transferred of concerning to the control of the co

voting Rights. The Association shall have two classes of voting:

5.6.1 Class A. C Class A shall consist of all Owners except Beclatest te for each Lot owned.

5.6.2 Class 3. Class 3 shall be the Declarant who shall be entire of the fellowing events, the class B sembership shall case and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

5.6.2.) Upon conveyance to the last Lot onned y and Owner behave than Declarant t by Declarant, Of

date of this Declaration.

5.6.3 Suspansion. If any Damer shall be in arrears in the pagent of any amounts due "noter any of the provisions of this Declaration for a period of 30 days, or shall be in default in the perforance of any of the terms of this Declaration shall for a period of 15 days, that Owner's right to vote so a senior of the Association shall be suspended automatically and shall results suspended until sil payments are made and defaults cured.

5.6.4 Procedure. The vote for each lot dust be cast as a unit and fractional votes shall not be allowed. If joint Domas are unable to agree saning them attends as to how that votes whall be cast they shall lose their right to vote on the active as to how that whall be cast they are units in question. If any Domas or to work approve that he or they were active thereafter it will be conclusted by presented for all optoputs that he or they were active thereafter it will be conclusted by a lother Domas of the total. In the event more than the the sanionity and consent of all other Domas of the vote is counted and such votes and total other boat so work lo cast for a particular lot, none of the votes shall be counted and such votes shall be voted.

Bach Member shall have such other rights, herewith as are get forth in the Bylevs.

5.) Bylave-obligations out incommistant

5.8 <u>Hangament Agrenments</u>. The Association may enter into agraements for the protestion the Paclittes of the Development, including the Paclittes of the Development, and may enter into other contents providing for management or maintenance services, and may enter into other contents providing for management of movers, that may believe or other party provided, however, that may here with the Declarati, or any believe or other party provided for termination by where with the Declarati, or any believe or other party provide for termination fee apon at sub-bar party thereto without cause and without payment of a termination fee apon at either party thereto without cause and without payment of a termination fee apon at least 60 days prior written antices.

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of the repair and saintenance of his Lot to the Exterior Lot Lines. In such rapic and saintenance, as Owner shall mot interfee with binder or dasage may Facilities of the severapeant or say other that or part of the Property. In addition, if the need for repair or saintenance of areas to be repaired and saintained by the hancitation is repair or saintenance of a case to be repaired and saintained by the hancitation is licenses, alterior tenance of the three three case of much repair or saintenance shall licenses, a search, tenance of the famer, atthese directly or through increased assessment, at he has responsibility of that Guner, atthese directly or through increased assessment, at he has repaired a season of the Board. Further, repair and saletenance of any Lot or Single Family the option of the Board. Further, repair and saletenance of the failure or neglect of Residence which is undestricted by the Association because of the failure or neglect of the Oranz shall be the responsibility of the Doard. Owners. Each Owner shall be reaponable for and bear the expense

6.2 . Association. The Association shall be responsible for and bear the expense of the regain and maintainte of the Facilities of the Development and may repair and maintain such lote and Single Funity Residences, or portions thereof, as are not properly constructed, landscaped or asintained by the respective Owners.

Covenant for Assessments.

Lot within the respectly, fartaby covernatts, and such Guner of any Lot by acceptance of Lot whether or not It while he so expressed in the justrement of conveyance, is such Lot, whether or not It while he so expressed in the justrement of conveyance, is such Lot, whether or not It while he so expressed in the justrement of conveyance, is such a continued and collected as installed an other purposes. Assessments and charges shall be actablished and collected as installed as other purposes. Assessments and charges while he actablished and collected as installed as other purposes. Assessments and charges with interest, cours, and reasonable actorusys' Enes, shall be a charge and the Lot assessment and an infill be a continuing item upon the Lot against which each such assessment assessment as a continuing item upon the Lot against which each such assessment assessment as a continuing the post against which each of the storing' than the continued as the continued

7.2 Purpose of Assessments. The assessment layled by the Association shall be used to promote the health, safety and welface of the Denere, and for the improvement and maintenance of the foot, the Property and the spilities of the Development and maintenance of the foot, the payent of taxes and preremental assessments, went including, without limitation, the payent of taxes and supervision, managements and operations, repair, maintenance and construction costs, and supervision, managements are president, repair, maintenance and construction costs, and supervision, managements.

7.3 <u>Retablishment of Assessmanks</u>. Deckarant and such Dense, for thew-salves, their heirs, successors and essigns, hereby everant, that each lot shall be subject to regular assessment in assount to be de rained by the Association in the following manner:

7.7:1 Rapair and Maintenance. Each Lat's pro-rate share of the secual cost to the Association of the capair and maintenance to be performed by the Association as provided in paragraph 6.2.

the Association of the Davalopment. 7.7.2 Operations. Each lot's pro rate share of the actual cost to be operation, maintenance and security of the facilities of the

7.3.3 Taxe and Insurance. Each Lot's process the racifities actual cost to the Association of taxes and governmental sessions on the Facilities of the Development and insurance maintained by the Association:

7.3.4 Reserves. Such Lot's pro rate sheer of the sume determined by the Board, in its sole discretion, to be probablished to frankress by the Board, in its sole discretion, to be probablished and other charges for topast, saintenance, takes, insurance, capital improvements and other charges for

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the benefit of the Lors, the Orners and the Property. The Board shell also asintain adequate reserve fund for maintenance, repairs and replacement of those elements and adequate reserve fund for maintenance, repairs and replaced on a periodic components of the Facilities of the Development that east be replaced on a periodic

7.3.5 Hiscolimeous. Each Lot's pro rate share of such additional aven as the Board, in its sole discretion, may determine to be accessary to fulfill the purposes of the Association.

Board and written notice of the America of assessment and the due date shall be provided to the dumers not been than 10 days prior to the duments and the due date the been than 10 days prior to the duments of although failure to provide not the duments of the dispublic monthly, although failure to provide such notice shall must relieve any Down from the obligation to pay such assessment. The street same meent period shall not commonce earlier them the street any of the first south following conveyance of the first luc to more other than Deciarent. Upon the such duments of the duments and the street and and, if unpaid, demand and for a reasonable charge the during the only Downs a certificate the seasureacts and charges on his Luc are paid and, if unpaid, the mount unpaid. The certificate when signed by an officer or director of the Association shall be bladding upon the Association as of the date of issuance.

pacial have the right and power to provide for the construction of repressional and other common facilities, or the alteration, demokiton, removal or respectively and other common facilities, or the construction of respectively and other common facilities. Even that prime, as in its pole discretion and other common facilities. Even that the last is an in its pole discretion are to be in the best interest of the Association, the Lors, the Owners and the case to be in the best interest of the Association, the Lors, the Owners and the party. Any such alterestive vote of the provide of the loss of the such that of the Bushers of the loss of the such a duly called any such a such a such as a such a such as a such a such a such as a such a such as a such a such a such as a such a such a such as a such as a such as a such a such as a such a such as a such a such as a suc

7.5 Assessment Rate. The pro rate share of the total assessment to be borne by each Lat shall be the Assessment Tate for that Lot. The Assessment Tate shall be the product of one (mu) as the numerator and the total of the product of one for the numerator and the total of one to the continuous attack the product of one of the product of one total of the product of one total of the decominator. All assessments must be uniform for all Lots except as all Lots at the decominator.

7.6 mendian of the Association. Each Owner shall be decade to covenent the agree to pay to the Association the assessment provided for herein on or before the sense to the assessment in the agree to the covenent of the assessment in the agree to the covenent of the assessment in the agree to the covenent of the assessment, whether by solt or otherwise or to enforce compliance term of any assessment, whether by solt or otherwise or to enforce compliance with or specific performance of the terms and conditions of this Decharation, each observable of the covenent and conditions of the Decharation to any other and conditions of the Decharation to any other and conditions of the Decharation to any other association and the the sense association to any other relationship the association of the decade associated due to any other remains when due, the assessment shall be decaded as default in payment of any assessment when due, the assessment shall be decaded delicated to design the condition of the forest of the for

entoteined to the ness of the Association against au Doner to enforce the payment of the description against to enforce the payment if any delinquent assessment. Any judgment rendered in day such action shall include, without identification, the smooth of the delinquency, integral at the rets of 18% pay shows from the later of the smooth of the delinquency, integral at the rets of 18% pay shows from the case and reasonable attorneys. 7.6.1 Suit. The Board may cause a targett to be commenced and mairs lavied against my specific to hereby Colt.

mints lavied against my specific to the Americation of any and shi server annus frow the date of daticquency, such interest thetron at the race of expect to the date of daticquency, such all control of collection which say it paid or amount frow the date of daticquency, such all control of collection which say it paid or amount frow the date of daticquency, such all control of collection which say the paid or amount frow the date of the date of the principal of the control of control of the data of the principal of the date of the date of the principal of the date of the da

7.1 Subordination of ligs. The liss for ansessments provided for hards shall be subordinate to the list of the First bortgage on the Lor. Sale or transfer of any Lot subordinate to the list of the validity or priority of the assessment lies. Fransfer of any Lot substant of the validity or priority of the assessment lies. Bostwart, the sale or transfer of any Lot pursuant to fortetbaute of a first Nortgage to the list of transfer such sale or transfer shall religious such Lot from liability for second any second to the list of transfer any second to the list list the same any second to the provious Owner from yeroomal liability for second at the list of the provious Owner.

6.1 Owners' Restrocts of Eployment. Dury Owner shell have a nonexclusive right and essential of anjoyment in and the feelities of the Sevelopeset which shell be expurtenset to and shell pass with the ritle to every lot, subject to the shell be expurtenset to and shell pass with the ritle to every lot, subject to the sall pass with the ritle to every lot, subject to the sall pass with the ritle to every lot, subject to the

FROM-Citizens Title & Trust

 $g_{*,i+1}$ $\underline{g_{*,i+1}}$. The right of the Association to limit the number of gary use any portion of the facilities of the Bevelopment:

votion rights and right to use any postion of the Facilities of the Development by an overion with the parties and right to use any postion of the Facilities of the Development by an overion for any parties during which any assessment update his Let or Lots results uppaid not for a period not to exceed 60 days for any other infraction of this Declaration of the Village Bules:

6.1.2 Suggestion. The right of the Association to suspend the

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gets all or any park of the Facilities of the Development to any public agency. The resident to make the facilities of the Development to any public agency. Tuthosity or utility for such sucposes and subject to such conditions as may be agree to by the Deard;

5,1.4 Gaoveyance. The right of Decisrant or the Association to create easements and rights-of-uss appurtenant to and for the benefit of one or ware total whether for parking, necess or otherwise.

eccordance with the

8.1.5 Detention. Any Owner may delegate, in Bylars, his right of enjoyment to the Parellities of the Davelopment his family, gueste, tenents or invitees.

g.2 Blanker Essesset. There is hereby created a blanker essesset moon, across, over and under the Property and such of the Lots for ingress, egress, instal across, over and under the Property and such of the Lots for ingress, egress, instal across, over and under the property and such of the substance electricity, television is including, but not limited to, wever, sears, 12 telephone, electricity, television is including but not limited to, were season, 12 telephone, electricity, television is especially between the providing of utility sorter clarked to the expectation of the providing of utility sorter for the utility company, the across of the control of the late of the late of the late in the property of one of the late. This essessit whell have an essent upon, across, over and property or on any of the late. This essessit whell have an essent upon, across, over and essentially essentially across over and essentially across over and essentially es 8.3 Title to the Facilities of the Development. Declarant shall, at such time as Declarant shall choose, decd and convey the Facilities of the Development to the Association.

8.4 Encumbrance. Subject to the provisions hereuf, any Owner may encumber his loc with or by a Titst Mortgage (and other liens although the provisions hereof with respect to First Mortgages shall not apply to such other liens). It shall hereof with respect to First Mortgages shall not apply to such other liens, it shall be the daty of each Owner whose Lot is encumbered by a First Mortgages such lie Association the the mass and address of each First Mortgages and tie Association the record of such First Mortgages, tack Owner shall promptly motify the shall maintain a record of such First Mortgages.

9. Bases of Destruction in the teast any Single Family Residence is desauged or destroyed from any cases, its owner any Single Family Residence is the dasage or destroyten, bugin repair and rebuilding the Single cancer of the dasage or destroyten, bugin repair and rebuilding the Single pastly residence in a good workeast lie menner is conformance with the original plane and specifications used in the contracted in therefore, subject to such changes as are then experied by applicable laws, ordinances and portermental rules and respectable have force the date of dasage or destruction, anadepressed to reform the residence of the forcer and his contractor. Buch roads which are beyond the specified of any delay resulting krom occurrences or efecuntances of the forcer, although the soard whall reimburs to the derivation which are the contractor. Buth the contract of the forcer, although the soard whall reimburs to the derivation which are the fall to commance to complete within the spatial covered by naturence proceeds, if any resided by the Association the state of the fall to commance to complete within the grades. In the country to the fall to commance to complete within the grades of destruction that the highest and the option, is heater than 19-destruction within the part and strength to the fall or the country to the fall to the command of the Single panily particulated by auch Orner to undatake such applicable and appellications of the Single panily self-active of the mount actually expended for auch repairs together with interest at the trace of 18% and actual to the country actually a

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collectible by the Association from the owner through any lawful procedure. Each Guner collectible by the Association from the cright and power to bring all actions yests in the Association, or its spants, the cright and power to bring all tections against such Owner for the collection of such chartes and to anforce the sit general collection against collection with against auch Owner spants to the Association agove of sale in connection with sections 7 and such Owner spants to the Association agove of sale in connection with the lieb. This plan shall be subordinate to the Lian of any first benefic or contained bresh shall be construed in any use to relieve any insurance company the lieb. This plan shall be construed in any use to relieve any policy or contained bresh shall be construed in any use to relieve any policy or from the payment of any and all assounts which would be payable under any policy or policies.

10.1 General. The Association shall obtain and maintain to full furce and effect at all times certain capualty, liability and other insurance as hereinefter provided. All much harrance shall be obtained, to the extent parable, from rasportable companied duly muthorised to transact insurance business in the State of Arisons attain appeared duly muthorised to transact insurance business in the State of Shall review with a region in machine and the standard parable, all insurance shall restant parable, all insurance shall restant parable, all insurance shall reconsider of appropriate. To the extent parable, all insurance shall increases.

[0-1.] Provide for a valver of subrogation by the insurer as to taken a galast the kacotation, its director, officers, suployees and sgants; against cath first Mortgages cath Owner and each Owner's employees, against and dark Damer's employees, against and dark Damer's employees, against and other person for whom as horse and each Owner the Property of of any Lot; and against any other person for whom the Association, any Owner or First Mortgages may be responsible; and the Association, any Owner or First Mortgages may be responsible; and

[0.1.2 Provide that the policy of insurance shall not be retwinsted, in coverage as to eagunt or turns without at least 30 days' prior in coverage as to eagunt or turns without at least 30 days' prior

10.2 Casualty. The Association shall at all times maintain casualty threated location covering the pacilities of the Development insuring against loss or harded locations covering the pacilities of the Development insuring against loss or damage by fire and the extended coverage casualties, for the full 1901 insurable replacement cost thoract.

poly public <u>liability</u>. The Association shall obtain and saintain coopfeten beauty public liability and property decays insurance covering all of the Facilities of the Bevalopant. Any such insurance must contain a "saverability of interest" clause or the Bevalopant. Any such insurance must contain a "saverability of interests because adorraments which shall preclude the theuter from denying the claim of any conset because adorraments which shall perfect the first Association or other Consets, the coverage under such perfect and policy shall be for at least \$1,000,000 per occurrence for personal injury and policy shall be for at least \$1,000,000 to recoverage in the kinds and accurate commonly required for projects \$100,000.00 for property decays he had not accurrence.

10.4 Morrago's Coppensation. The Association shall obtain and emintsin upor transformed and exployer's hirbility insurance as may be necessary to comply worksen's comparation and end only and all employees of the Association.

in a fidelity coverage for all persons or entities which handle funds of the passeintion fidelity coverage for all persons or entities which handle funds of the passeint reverses, fidelity coverage for the part of directors, officers, measure not less than industries and interest than industries of the formal funds and the passeint of the association from temployers of volunteers responsible for handling such than of the association from 150 of the entitle funds of the formal industries. In the passeint of the formal industries that the formal section is the vasted insured. An applicable and research that the added if the bonds would not otherwise cover volunteers applicable and research that the added if the bonds would not otherwise cover volunteers.

lo.6 demars. ... seeps to the extent coverage therefor may be obtained by the Association, such Owner shall be free to obtain and be responsible for obtaining the Association or other insurence as is demand desirable by them. Any insurance such additional or other insurence as is demand desirable to invaldate any insurance obtained by an Owner must not distribute or adversary affect or invaldate any insurance or insurance carries and the control of the carried by the Association and must, to the astent possible, contein a valve of the rights of subrogation by the insures as to say claim possible, contein a valve of the rights of subrogation by the insures as to say claim against the Association, its Kembers, officers, directors, agants and employees.

ID.7 Other Insurance. The Accordation shall also have the paret dod suthority to obtain and smitted other and additional insurance coverage including, but not limited to, essually insurance covering personal property of the Association, other insurance covering employees and agents of the pasociation and insurance covering employees and agents of the pasociation and insurance foresting employees and agents of the pasociation.

11. Rights of First Hortganees. But this tanding and prevision over any other provision of this Sectoration, the Articles, or the bylaws, the following rights are granted to all first Mortgagans:

11.1 <u>Privity</u>. Zech and every lien created by or pursuant to this Decisration including, but not limited to, the lime described in Paragraph ? is and shall be subordinate, inferior and subject to the lien and charge of First Mortgages, shall be subordinate, inferior and subject to the lien and charge of First Mortgages.

It.2 First Refuert. In the event any right of livet refusal or disiled restriction on the sale or reskal of a Lot is hereio or a necessive edded to this being restriction on the sale or reskal of a Lot is hereio or a necessive of first vetural restriction and the first throughout the sale is a sale of the sale of the first fortages to or sale state to the persuant to the resulter provided in the First Vergage for a sale or take the tou of foreclosure in the event of a default by an Daner, not of accept a deed in the unit sale of the sale of any for equired by the luch provision interfere with a subsequent sale or lease of any for equired by foreclosure by any tiret Fortages.

it.3 Exoneration. A litter Hortpages shall not in any case or manner be personally liable for the payment of any ossessor or charge, nor the observance or personants of any ossessor, cule, the Articles of Bylaus, or performance or ny covenant, restriction, relation, cule, the Articles of Bylaus, or performance or ny covenant, restriction, and respection, cule, the Articles of Bylaustive any management agreement, sacept for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment or expenditure of somey.

II.4 Yorking. During the pendemty of any foreclosure proceedings (including any period or redemption) or from the size a trustee under a first deed of trust has liven notice of sale pursuant to pows of sale conferred under a deed of trust and pursuant to law, the First Hortgayes, or a receiver appointed in any such action, may but need not service any or all of the right and privileges of the Owner in default of a loc, including but not illusted to the right to vote set Homber of the Association in a loc, including but not illusted to the right to vote set Homber of the Association in the place and stead of the defaulting Owner.

ILS Assessments, At such class as the First Wortnages shall become record fonce of a lat, the First Mortnages shall become rubject to all of the terms conditions of this Decimation including, but not himited to, the colligation to pay for all assessments and charges accruing thereafter in the same assner as my other to person.

tells to a mortaged bet through persolvents of a Pirth Hertgag, shall require this free and them of any life authorized by a relating dut of may of the provisions of this Declaration which secured the payant of any sensessant or charge secured by the final conclusion of any such Portitionure proceedings, including the acquisition of the final conclusion of any such Portitionure proceedings, including the acquisition of the final conclusion of any such and the declaration of any such the same that the final three charges grains the lot Exceeded and the declaration of the lote.

The final conclusion of the lote.

The final conclusion of the final continue in effect and the life may be entered by the Association for the respective for a sessement that was due themselved the final conclusion of may such Porcelosure proceedings. Turther, may such or by the final conclusion of may such Porcelosure proceedings. Turther, may such or by the final conclusion of may such Porcelosure proceedings. Turther, may such or by the final conclusion of may such Porcelosure processings. Turther, may such or by the final conclusion of may such Porcelosure processings. Turther, may such or by the final conclusion of may such processing the process to be appeared that it severtheless continue the the parameter of the suspective lot to the Association and the boses as your able afforts to collect the same from the Owner even after he is no longer a member of the association of the suspective lot to the

17.1 Enforcement. The provisions of this Declaration shall run with the binding upon all persons purchasing, orning, learing subtersing the land and shall be binding upon all persons purchasing, orning, learing the outs or the occupying or otherwise having my right, title or interest in any of the octs or the occupying or otherwise having my right, title or interest in any of the outs or the property their heirs, successors, administrators, successors, gradees and sesigns property their heirs, successors administrators, successors, gradees and sesigns, after the date on which this becliration has been received, this Declaration with after the date on which this becliration has been received.

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it. I Malvet or Abandoment. The waiver, or failure to enforce any breach or violation of attriction shall not be deemed to be a waiver or abandom want of such Restriction, or a waiver of the right to enforce my subsequent breach or violation of such Restriction. The foregoing shall apply regardless of whether any utilation of such Restrictions. The foregoing shall perform the Restrictions) had knowledge violation at the property in the state of the person affected hereby (or having the right to enforce these Restrictions) had knowledge the beach or violation. So Restriction constants there shall be desert such Restriction of the beach or violation.

it.) <u>Squal Pre-section</u>. These Rest similarly situated Ornare without discrimination. These Restrictions shall be applied to ail

12.4 Breathbilty. The invalidity of any one or more provisions haveof the indet when or any part the restling portions of this indetwent or any part the rest that shall indet the restling portions of the first that and in the event that one or more of the greateloss should be invalid or should operate to reader this because or more of the greateloss should be construed as if such invalid prevision had not thon invalid, this Declaration shall be construed as if such invalid prevision had not

12.5 Gender. The mingular, wherever used herein, what's be construed to make the plural when applicable, and the necessary Bermantical changes required to make wern the plural when applicable, and or consol, shall st. provisions bareof apply either to comporations or individuals, and or women, shall the provisions bareof apply either to comporations or individuals, and or women, shall cases be assumed as though in such case fully expressed.

12.6 Topical Kandings. The marginal or copical headings of the para-araphs contained in this Tectaration are for covenience only and do not define, limit araphs contained in this Tectaration are of this Decisration.

FROM-Citizens Title & Trust

12.7 Amendment. This Duclevation shall reasts in full force and affect for a period of 10 years from the date hereof. Thereafting it shall be decade to be reserved for successive forms of 10 years unless revoked or manded by an amendment in the successive forms of 0 years unless revoked or on these that two-1'-ds of the viriling, executed and schooladged by the ten Daners of not less that two-1'-ds of the loiving affective period hereof, or any lots within 60 days after the aspiration of the loiving affective period hereof, or any lots within 60 days after the aspirations may be manded at any time by the then Orders 10-year extension. These eastrictions may be manded at any time by the then Orders

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accest the construction was been applied to the posterate, the Association, the flower or General by any one or some of the following: the Decisrant, the Association, the flower or General bits bedished by the prior to intificting sort, the Owner shall notify Decisrant and the Board in writing of the general rotify decisrant and the Board in writing of the general rotify decisrant and the Board in writing of the general rotify decisrant and the Board in writing of the general rotify decisrant and the Board in writing of the general rotify as a seried of collection and condition of the provisions held to any part of a Lot or the forement of any interest in six or any part of a Lot or the forement any part of the terms and conditions of this decisration shall be been or the collection and conditions of this decisration strip the terms and conditions of this decisration shall be by proceedings at law or in equity against any featest by its terms, regardings of whather effected high at law or in equity against any relation; to recover desagns or otherwise. If my party employe attendys to restore a parent or present which of any amounts due pursuant to this Decisration, or to antorce a parent or the collection of any amounts due pursuant to this Decisration, or to antorce a compliance with or specific performence of the terms and conditions of this Decisration. The Decisration specific performence of the terms and conditions of this Decisration with the acceptance of the terms and conditions of this Decisration when the action is brought shall pay all attempts the section shall be accepted to indicate that demages at law constitute an action. Souther the section hereof.

BEATE OF ARLEONA COUNTY Of "

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PAS (ND, INC.

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of not less than one-half of the lots. The Articles, the Bylava and . 1 -ules and regulations of the Association at .1 be subordinate to said governed . nim becases and all provisions thereof which are inconsistent herewith shall be void. nin Declaration Hec lar at too

by its duby suthorized afficer this A IN WITKESS WIERSOF, the undergianed has executed this First de-

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DECLIPATION OF CONTRACTOR. SPOOMS BRATATED

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COMDITIONS AND RESTRICTIONS

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SECOND EXSTATED

DECLARATION OF COVERANTS, CONDUCTIONS AND RESTRICTIONS

TAND, SECOND RESEATED DECLARATION is made this and of January, 1981, by an Artsona corporation, heretoefter "Beclarant";

RECITALS:

- A. Declarant is the developer of that certain real property totated in Tuna County, Arizona, hereinsfeer the "Property," which is more particularly described as Lots 1-38, inclusive, and Tract A SQN (EISONE ESTATES, a subdivision according to the plat recorded in Bank 8 of Plats, pages 64-55, Records of Yusa County, Arizona, as and plat recorded in Bank 8 of Plats, pages 64-55, Records of Yusa County, Arizona, as and it amended thereins the Property may otherwise be referred to as the "Development" is
- Becistants' pradecesses in interest crued to be executed and recorded in Bockst that nestain "Decistation of Covenants, Conditions and Restrictions" so recorded in Bockst that nestain in the County, Artsona (the "Deiginal Decistation"); 1121, page 563 at aggs. Macords of Tune County, Artsona (the "Deiginal Decistation");

Declaration, amended the Original Declaration pursuant to those careain First Restrict Declaration of Covenints, Conditions and Restrictions so scored in Docket 1933, page 303 gt. sep. Records of Tuna County, Arisons (the "First Restrict Declaration"). The surport of the surport of the First Restrict Declaration to the Print Restrict Declaration to the Print Restrict Declaration troubles to the First Restrict Declaration troubles the First Restrict Declaration troubles to the First Restrict Declaration troubles to the First Restrict Declaration troubles the Declarent, pursuant to the authority granted to it in the Original

D. As of the deta heroof, Decistant, se the owner of 50% or some of the Lote referred to in the First Restated Decistation has the authority to assend the First Restated Decistation as set forth herein;

Becissant desires to subject sud imposs upon the Property sustant and beneficiel seasones, restrictions, coverants, conditions, teasurvations, estemate, ligar, charges and developments standards (heralasfter oblectively referred to as the "mestrictions") under a general plan of improvement for the benefit of the Property on the owners thereof; and P. Declarate has incorporated, as a nonprofit corporation, the SHR LEISURE STATES HORE CHMRN'S ASSOCIATION (the "Association"), for the purposs of the efficient preservation of the values and ementics of the Property and to which shall be delegated preservation of the values and ementics of the Property and the Development (see the power of maintaining and administrating the "Facilities of the Development (see the power of maintaining and administrating and defined hereinstates), administrating and collecting and defined hereinstates are restricted.

HOW, THEREFORE, Declarant hareby smends and restates the Picet Nestated approved subject to this Scool Restated Declaration and the following Exertations all improved subject to this Scool Restated Declaration and the following Exertations all purposes of this Broperty and protection; the value, destrability and attractiveness of the Property and all of which are hereby declared to be for the same test of the Association, the Froperty, the owners of the Property, and that hates, baself to f the Association, the Froperty and accounts and accounts and approvement and development of the Property and its use, occupancy general plan for the improvement and development of the Property and its use, occupancy and all plan for the provisions hareof shell be construct as coverants resulting and analysis and excitate the benefit of and blading upon all parties with the land and equitable servicules for the benefit of and blading upon all parties with the land and equitable servicules for the benefit of and blading upon all parties with the or acquiring any right, title or laterest in the Property or any position thereof, having or acquiring any right, title or laterest in the Property or any position thereof.

Patinitions.

- Ē. "Acticles" shall mean the Articles of Incorporation of the the Company (as hereinafter defined) so the case may be.
- Assets the shall mean the charge ispused se provided

1.2 "STREET OF STATE

(.) "Association" shall mean and refer to the SUN LEISURE ESTATES HOME OWNER'S ASSOCIATION, an Artiona nonprofit corporation, its auccessors and assigns.

- "goard" shall mean the Board of Directors of the Association
- "Bylane" shall mean the Bylane of the es and if amounted
- "Changes" shell seen the costs of operating the Company and the
- 03 800 LHC. so Artsons nonprofit competative "Company" shall mean and rates to the SUN LEISURE ESTATES WILLIIES corporation, its successors and sestion.

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referred to in Arricle

- property owned by the Association for the Davelogment, shall mean all the real and personal property owned by the Association for the walush use and enjoyment of the Owner together with the Excitation of the real time and equipment used in conjunction thesewith. The facilities of the Davelopment shall include all of the Property so designated in the Ziat including, without limitation, on Lot, the private receiving, sidewalth, curbs, gutter, landscaping, out limitation, on Lot, the private receiving, and all utility lines and guest pathing aces, swimming pools, batheques, cabanus, and all utility lines and systems located on the Property and outside the Extention Lot lines.
- Declarant for t and sesigns, if such successors or wesigns sequire more than one lot from the purpose of developments
- this document, no and if 1.10 "Decimation" shall mann the provisions -papagedand Restrictions herein set

osth lo

- [...] "Bayelopment" whell mean the property referred to in Euragraph 1.16.
- 1.12 "Exterfor for Eines" shall many the oventide boundary lines or perimeters of a Lot su desicted on the Plan which encloses the entire disension of lot conveyed by Declarant to the Owner.
- 1.13 "First Northage" shall meen may moregage, durd of trust or agreement for sale ands in good faith, for value and duly executed and recorded as us to treate a lien that is prior to the lien of any other sorthage, dead of trust or agreement for sale. The miningse, bandfictory and vander of any such margage, dead of trust fortgages, dead of trust or agreement for sale, respectively, shall be referred to an the "First fortgages."
- 1.14 "Forechoure" shall man and refer to may procedure or process whereby a mortising dead of erust or agreement for site may be foreclosed or entored whereby a mortising, indicial foreclosers, against property subject to its lien including, without limitation, judicial foreclosers, nonjudicial trustee's sale, forfeiture by notice proceedings, forfeiture by judicial proceedings, the acceptance of a dead in lieu of foreclosure or similar proceedings.
- 1.15 "Lot" shall mean any portion of the Property which has been designated in the Plat into a separate component for use as a Single family Residence except truck hand for the accepting Lots 48 and 49 to the accept they may be demand facilities of the Development under Peregrah 9.3. Any combination of lots held by one Ower tother than Declarant) and combined for use by one Single Family shall constitute our Lot.
- graph 5.5.),16 "Number" shall mean any parson, curporation, partnership, joint other legal entity who is a masher of the Association as provided in Para-
- 1.17 "Gymen" shall mean and refer to the record owner, whether one or wore persons or eptitles, of equitable or beneficial title (or legal title if sees has more persons or eptitles, of equitable or beneficial title (or index an executory mergad) of any lot. "Gymen" does not include persons or estitles contract for the sale of each property. The "Gymen" does not include persons or estitles who hold an interest in any lot meraly as security for the performance of an obligation.
- 흑 There, pages 64-65, Records 1.12 "Flat" manus the subdivision plat of the Property recorded in Sook pas 64-65, Records of Tuna County, Arthons, se and if assudad.

Plot, except Tract

1.19 "Property" shall wan and ract A.

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described

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ansurates, restrictions, coverates, and development eights and forth

1.21 "Single Featly" shall mean a group of one or more persons such related to the other by blood, werelage or legal adoption, or a group of one more than three persons not all so related, together with their demestic servents, who maintain a common busehold on a lot.

1.17 "Single Family Leadence" theil mean a cabile home as defined in A.R.S. Section 12-1172(18) or a residential beliaken or a decline unit se defined in A.R.S. Section 17-172(10) located on a few and occupied and used by a Single Family is cantraity with this First Levested Basharation and the requirements imposed by applicable sould leve or other exerts, country or manicipal, evaluates, ordinances, rules and regulations.

1.23 "The Village Bales" obell mass the rules adopted in Perspense 5.3. 4 the Association

[124 "Visible From Teighboring Property" shall mean, with tempett to dey given object, that such object is or would be wisible to a person six feet tail, standing on may part of such asighboring property at an absention so greater than the elevation of the base of the object being viewed.

2. Establishment. Declarant intends to develop the Property in accordance with the general plan depicted in the Flat whereby the Property shall be developed as a plane of development of Single Femily Essidences. Additional property within the immediate property shall be say then the immediate property shall be say the property by Declarant of one of the Devarent of any others, upon the recordation by Declarant of one of the Course of the property shall an exceedance to the Plate of a separate more "Supplemental Declarations" together with an association to the Flat or a separate subdivision of other place or property descriptions. A Supplemental Declaration shall incorporate and refer to this Declaration and any contain medifications and additional property of the property being americal or delated.

1.1 Entidential. Each lot shall be used, toproved and develod extrisively to first-class residential use as sad for no more than one Single Family Rabidence
and so gainful occupation, preferring, trade, besimans, raligion, or other non-rasidential
use chall be conducted upon or from any lot. Carports and other areas within a lot not
initially designed as a living area stall man be used as a living area separalless of the
presence or absence of alternations therein.

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1.2 Construction, that a new single Family hasteness may be swetted, placed or unitationd on any lat. Trailers, shoots, attractures of a temporary character used as a continuous attent temporary permanently, unsightly wisdom towards such a nitrium foll, assupapar, careboards, or the illust and hospitals, smalteriums or other places for the care or trailment of the sick or disabled, markely or physically, are placed to the sick or disabled, markely or physically, are grabibled. Single Family Legislanced shall have the fellowing minimum requirements:

3.2.) se lease 650 square fest of groom ityabla most, suchsive of carports, cohesas and garagas;

es esterior width of at legat il fest;

not more than 15 feat is height above original for gredet

3.2.4 the Clear of which shall be at no more | for draining and irrigation purposes: than it inches there

3.1.5 except as may be acherouse required by may governmental or regulated applicable theorets, now or as (t way be invested amended, there shall a set back a windows of 10 feet from the Extention Lyr lies fronting on any street as a minimum of 10 feet from any side or near Extention Lor Lies, accept that carporte, cahease, pation and other scructured, if permitted, whether or not attached to the single Frently Englances, shall have a vintuous set back of 10 feet from the Exterior I lies fronting on any street, 3 feet from the side Exterior Lot Lies and 10 feet from the Exterior Lot Lies and 10 feet from the side Exterior Lor Lies and 10 feet from the side Exterior Lies and 10 feet from the side Exterior Lies and 10 feet from the side Exterior Lies and 10 feet Esterior Lot feet from the

3.3 <u>Accomptible</u>. To clothesides, wood piles, naterior storage areas or attractures, heating or mix conditioning equipment, or other exterior fistures, mechinery or equipment stall be permitted enough with the prior written approval of the second of the attractively someoned or concentral (embjust to all required approvals as to attractively as not to be fluible from Reighboring Property. To attractively to a solution of the condition or appearance, shall remain or other valuals, registed and to receive any lost is any manuse which could be construed an being active, angiousne, abendued or etherwise use.

3.4 <u>Utilities</u>. All gas, electric, power, telephone, water, sever, telephone and other utility and severice connections and items that it he located after underground or concealed, except them probleted by Law Septice pointsile, trunformer, watch cubinste and active translations may be located above ground. We outside openhere or amplifiers shall be permitted. To outside lighting shall be permitted except perchisions and other indirect assembles and lighting shall be permitted except perchisions.

3.9 Biggs. We advertising sign, bilibourd or display shall be per-witted except one "For Bale" or "Nor Lant" eign not exceeding four square feat is si-

3.6 Maily. We waits or feaces thail to constructed other than by Daclarrat unions previously approved by the Board in writing. In no case shall my unit or feates any street accord 3 feat in bolght, and in so case shall any other unit accord 5 feat in bolght and they shall comply with all frost performance and side year anthest requirements and in me case shall they be constructed of chicken withe are plentigless.

3.7 <u>ictidentian</u>. Me tree, shuth or other lamineaping shall overhang etherwise extract upon any ridewalls, street or any posion of the Tecilities of the Berringesst. He Omner shall alies any condition which shall induce, breed or harbor plant diseases or emrious impacts.

5.0 Maintemprise. We keep to predict Family Landdoness shall be permitted to fall into disregate and they shall be kept in good condition and requir and adequately painted. We partened and they were or delete shall be burned on the Property or be parameted as a last except within reduce continuous complying with governmental placed by a late and maintemprise of each analysism thall be undeject to require time by the facet, the last or Single Family Analdence shall be added to present an item by the facet, the last or Single Family Analdence shall be expected as or constitute an apparentiam, analysism or minace. The last related of all carports shall be unstained in a ware, often and adphily condition. The apparent shall be used abail he maintained in a ware, often and adphily condition. The special of trucks, conduct of any astemptical or writness, passing the maintained much. The special approved because effects, bests and ampete shall not be parameted except within atoms approved by the Beauti.

3.8 <u>Alegantique</u>. We imprevenente, additions, hiterations, repairs, painting, landscaping, succretions or other work which in any way affects or piters the enterior appearance of any lat or Hingle Jamily Residence chall be intitated extreme the paint of the Jears. Persented to also releasing power, the Beard shall piters within a presenter for the propersision, submission and determination of applications establish a presenter for the propersision, submission and determination of applications.

for any such work, The Board shall have the right to reluce to approve any plants or appeal called the control of the control

3.10 Mighas. We make operations of my kind shall be persitted on the frequency whether fewelving discovery, suplication, leastern, removal, salling or relating and whether relating to water, oil, 440, bydrocarbone, grevel, creature, geothermal exame or otherwise.

3.11 <u>heissis</u>. We estadle, reptide, birds, forl, positry, fish, borses or inverted shall be permitted at kept on or in commenter with any lot or the Property- or invested the seasonable comments accessed because of the seasonable comments accessed within a lot for domestic but not commented by property Resoluted better the seasonable better any to seasonable but not be silved shall be restrained by favor, caps or leash at all times and whall not be silved point shall be restrained by favor, caps or leash at all times and whall not be silved to alignment or any other part of the point shall be restrained by favor, caps of the Davidopount or any other part of the

1.12 <a href="mailer or different portions or conveyed or mailer or different portions or conveyed or nonembers in less than the full original ambiler or different portions or conveyed or or the granting of comments dimension as set forth is the flat. Dedication, conveyed or the granting of comments to public willities or other public or quest-public satisfies may be permitted with the grant or other public or quest-public satisfies may be permitted with the prior writted approval of the floard. 9.13 Commitment. No Let skall be used or maintained in violation of any generomental authority, the applicable stateth, ordinates, code or regulation of any generomental authority, the provinces of this Declaration or the fillage below.

3.16 <u>Expection</u>. In developing and calling the Property, Declaract shall cap be medject to the Instations of this paragraph and nothing contained in this Declarate at the paragraph and nothing contained in agents. All probabile or instations of the activities by Declarate hall be expected or ire agents. All probabile atthough the expected of instation by Declarate hall be expectely paradralise atthough accusably for approval by the Board or any others and matrix analise any Restriction or machinality for approval by the Board or any others and matrix analises are the contrary set forth in this Beclaration.

4.1 <u>Main of Resident</u>. In lot of Late, or my portion thereof shall ever be sold, neveryed, and past of otherwise transferred in, by operation of law or etheredse, any person or persons having care, emetady or central of a children under the day of ("Mysere ("Mysere Children") when profit labor children my be employed to reside or dwall on such law or Lote for more than 10 days during ing these-ments period; near the law of the period; and the period or persons with puch those Children here the right to acquire or not persons with puch these Children here the right to acquire or

lote as a guest period. 2 Questie. No stead Children than 10 days during out throw-month the owner thereof for more than 10 days during out throw-month

4.5 Complished With Lemp. Sething in this Section shall compel to enquire the violation of any four relative to unimetal descrimination which may not becomed to be a likely and in the erest of a conflict ereabed by each law or laws because the in either, and in the erest we are a small such amplitude. Jealandties chall be construed in such manner to small such amplitude.

the fun Laleure Belskin Ross Owner's Association

S.I.) The Augustation. The Augustation that he a compress, arisens corporation charged with the datase and invested with the powers prescribed by law and see at forth is the Articles, the Primer and this Goldaration. Solther the Articles nor the Spines shall be assumed or otherwise charged or interpreted so at to inconsistent with the Diclaration. The Augustation shall comply with the provisions function 528 of the Internal Armenia Code of 1974, as gammade, so as to attain and comply the Articles of a tax example "canifestial real entate management association."

5.1.1 <u>Publidiary Associations</u>. The Association shall have the right to form one or more subsidiary associations for any purpose or purposes demand appropriate by the float. Without limiting the parallity of the forestag, one or more subsidiary associations may be formed for the operation and maintenance of any proceeding the parallity of the process of the proce

5.1.3 <u>Ford of Directors and Officers</u> ciation shall be conducted by the Board and such officers us appoint, in ecordance with the Arcician and Dylers. The effects of the

5.1 Provided Dation of the Aspetiation. The Association shall have duties and powers as out forth hereis and in the Articles and Spiese.

5.3 The Tillate Balts: By a sajority you of the Board, the Association may, from time to them and subject to the provisions of this Parisaction, stopt, amend, and repeal raises and emphasizes in request to the Dereviewest and the Parisaction of the Dereviewest to be known on "the village Balts." The rules may restrict and provide and the said to be a said to said the raise and the raise to the raise and said there is the raise and the raise and the restriction of the said that the disconsistent with this Declaration, the Arizeles or the primare. A rapy of the Village Lakes so they may from the adopted, amended bylows. A rapy of the Village Lakes so they may from the to the said the village Lakes so they may from the said to the village Lakes so they may from the said to the village Lakes so they may from the said to the village Lakes so they may from the said to the village Lakes so they may from the said to the village Lakes as they may from the said to the village lakes as they may from the said

J.b. <u>Tartingh Lightlitz</u>. Ho sember of the loard our may officer of the lanciation, companied or voluntry unsight, or majors or agant shall be pracounly lightle to any Owner for my dessig, loss or projected suffered or claimed on account of may air, entagen, errors, or majitypees, provided that such person has, upon the basin of each information, at may be personant by him, noted in pool faith, without willful or on the manufacult singularity for each of the form the fact of the fact that is to be against passengl lightlifty for each of entropy in the unmarr set forth in the byland parameters of the fact of the state of the sylventry.

5.1 [higherthig. Brory Owner of a Lot shall be a Member of the Asso-tive rights and children of an Owner and map and he repeted from ownership of the rights and children of an Owner and membership in the Association shall anothered, transferred, pickaged, converged, or allocated in any very surpay upon anothered, pickaged, converged, or allocated in any very surpay upon are of amendating to union a prohibited transfer shall be world. May remaine of at, day attempt to union a prohibited transfer shall be world. May remaine of the test thall operate to transfer summarship to the new Owner.

The Association shell here two classes of vettige

3.5.1 Cland. Class A shall constat of all successful as each tot such lot sened. Owners recept Declar-

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J.b.2 Class E. Class E chill was fer each les emed. The Class S a Leasterning of Leasterning of the happening of Class I shall be

The state of the s

Open conveyance to as of the last that offeed Owner other than Sedlarant by Declarant, or

9.6.7.1 4 years from the date of this Declaration.

5.6.3 Engraphism. If may Owner shall be in arrears in the payment of any amounts due ender may of the provisions of this Declaration For a period of 30 days, or shall be in default in the partormants of may of the terms of this Declaration for a period of 15 days, that Gurar's right to vote as a sember of the Assertation shall be surpected automatically and shall results suspended eatth all payments are made and facults cored.

5.6.4 <u>Proceeding</u>. The vere for mach for must be cast as a unit and fractional verse shall not be allowed. If joint Owners are wakls to sprae group themely as to how their vore shall be cast they shall lose that right to upon on the matter is question. If may owner out a verse representing a cartain lot, matter is question. If may owner out a verse representing a cartain lot, therefore the constitution of all other owners of that he or they were such with the authority and comment of all other owners of that lot. In the evant sore than with the authority and comment of all other owners of the counted and such verse on were is cast for a particular lot, mone of the verse shall be counted and such verse on verse is cast for a particular lot, mone of the verse shall be counted and such verse one verse on verse of the cast for a particular lot, mone of the verse shall be counted and such verse on verse on verse of the cast for a particular lot, mone of the verse shall be counted and such verse on verse of the cast for a particular lot, mone of the verse shall be counted and such verse on verse on verse of the verse shall be counted and such verse on verse.

5.7 <u>Brings</u>. Such Hamber shall here such other rights, duties, sad obligations not inconsistent berewith as see set forth in the Sylpss.

5.8 Management Assumption. The Association may enter into agreements for the professional management of the Property, including the Racilizates of the Development, and may enter Late other contracts providing for management or maintenance estimate, and with the Deliarant, or early beliare party provided, however, that any rate agreement may not have a term exceeding I years and must provide for termination by such agreement may not have a term archeding I years and must provide for termination be abstored party therefore the management and the management of a termination for any the management and the management and the management of a termination for a second party therefore the management and the management of the management and the managemen

Im Laiters Betates Britties Coment.

relities Company, Inc. (the Pompany) are a mospecite congrative contractive co Ornantistics. Declarate has accabitabed the Eun Lateure Estates ten Company") on a nospecial conjugative curporation, to

6.2 Homberble. From Owner of a Lot, and the Association, its successaccountially shall be a masher of the Gospany. Masherble pills to apparement to and
accountially shall be a masher of the Gospany. Masherble pills be apparement to and
accountially shall be a masher of the Gospany. Masherble pills be apparement to and
applicable. The rights and obligations of an owner and masherble in the Gospany
as applicable, the offerred, pladged, commynd on sicessed in any may accept
thall set be analysis, treasferred, pladged, commynd on sicessed in any may accept
eyes transfer of ownership of the Owner's Lot or, on to the Association, upon transfer
eyes transferred, buy attempt to make a probliked franties shall be rold. May
of pub congressly, kay attempt to make a probliked franties shall be rold. May
transfer of ownership to a Lot or, to the Facilities of the Davelopentit shall operate to
transfer of ownership in the Company to the facilities of the Davelopentit shall operate to

6.3 Testan Market. The Company shall have two classes of votings

5.7.1 (1988.A. Class & shall vension of all Ormers except Declarant sects about about the establish to ead vote for each lot sense of, as to the Association, one a for the Eastlitzian of the Development.

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6.3.2 Cings. B. Chas B shall be the Unclarate who shall be exterior to three youes for each tor owned. The Class B membership shall cease and be covered to three youes for each the owner time up the Class B membership in the issection is to Class A membership at the issection as provided in Eurograph 5.6.2. Class & shall be the Certarust who shall be socieled

6.3.3 <u>juggernide</u>. It an Owner shall fail to pay any sums due for water or other services provided to such Owner's Lot or, as to the Association, as provided to the Techlities of the Development, by the Company, and such sums create anyth for a pariet of ten days after they are des, then the right to vote at a sember mysis for a pariet suspended setometrically and shall remain suspended until all of the Company shall be suspended setometrically and shall remain suspended until all payments are made and definite outed by the applicable Owner, so to a Lot, or the payments are made and definite outed by the applicable Owner, so to a Lot, or the famorisation, so to the Yaciltties of the Development.

6.3.4 <u>Froredori</u>. The work for each such Lot and the Fatilities of the Development shall be cast as a coat in the same manner provided with respect to the two berelopment shall be cast as a coat in the same manner provided with respect to the two beaution for Paragraph 5.6.4.

6.4 Operations. The Company theil obtain from Year Country a veter or other franchise (the "Franchise") and from the Arlsons Corporation Commission (the "Franchise") and from the Arlsons Corporation Commission (the Property of Commission and name of the Property of the Company shall operate the Property of the Company shall operate the Frome and such other existing speciments of the Property of the parties of designated by inclination including without limiteston, the water walls, pumps, place, maters, connections, lines and talend plants and equipment, all is accordance with applicable light requirements and are no provide water and other and the property of the designment of the provide and the design of the provide and the commission of the provide for uniform Charges with facilities of the Propens of the fraction and other considerations appropriate for utilities and as the statement of the Commission.

d.5 Charged: The Company way impose Charges for the operation, satisfanames, repair, replacement, appearing and related expanses of the Company and the water
and other systems within the Property as to which it has been delegated or the saturat
the responsibility. The Charges shall be in an amount sufficient to defray the symmet
the responsibility. The Charges shall be in an amount sufficient to defray the symmet
of trace and presentation coats; materials, equipment, water, tramsportation and other
replacement and stylengerisles, management, specially, tempore and related expenses
replacement and all other equipments materials, equipment, water, tramsportation and other
replacement and in the Coupley of the Coupleys). The Energy to be borne by
rected the Company (collectively the stocked of the Company). The Energy is been to defray the
rare of the Company, emblace to approval by the Energy the special of the Energy the
rate of the Company. Once it and felevatived the Energy the post of the face of
the Company. Once it and felevatived the Energy the such attents as the
Costs of the Company. Once it the Association is each meaner and at such times as the
form and defaultion. Charges shall be associated to the special of the Company and
form and defaultion of the Association for each meaner and at such times as the
receives and they if it is associated to the willity systems of the Company and
form and default perfect in an association for the Bareloythe Derected and the Association of the Bareloyreceives still the section that the section the latreceives with do not receive attility services from the Company that we have seen the latreceives with the section the subject to Charges.

or the Tarilties of the Development is making towed and lose act much services,
or the Development is making towed and lose act much services,
or the Tarilties of the Development is making towed and lose act much services,
or the Development is associated to the services.

6.4 MAINTANNER. Rech Deman, for his lob, and the Association, for the Partitities of the Development, arymant and agree to pay to the Company the Charges by the descript as harden provided or or before the descript of the payment of the Charges in the conference of the payment of the Charges in the Charges and comment to the description do the payment of the Charges in the conference to the Charges in the conference of the payment of the Charges in the conference of the Charges and the collection of wellty services to the last the to descript of the Development, as applicable, and the collection of the Development, as applicable, and the collection of the Partition of the Development, as applicable, and the association had been the partition of the Development of the farming the last of the collection of the Charges shall be enforced to the last of the Treat Brights of the Section of the Seventines to the last of the Treat Brights of the Techniques that the last the line for Tablition of the Tevelopment shall affect the line for Charges only in the actuar that the line for Tablition of the Tevelopment shall affect the line for Charges only in the actuar that the line for Tablition of the Tevelopment shall affect the line for Charges only in the actuar that the line for Tablition of the Tevelopment shall affect the line for Charges only in the actuar that the line for Tablition of the Charges only in the actuar that the line for Tablition of the Charges only in the actuar that the line for Tablition of the Charges only in the actuar that the line for Tablition of the Charges only in the actuar that the line for Tablition of the Charges only in the Charges only in the Charges only in the Charges of the Tablition of the Charges only in the Charges only in the Charges only in the Charges of the Tablition of the Charges only in the Charges of the Tablition of the Charges only in the Charges of the Tablition of the Charges only in the Charges of the Charges on the Charges of the Tablition of the Charges of the Charge

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sensements is affected as provided in Paragraph 5.7. In addition to the personal liability of an Owner and the Association for such Charges, and the lien impresd upon such lot sold the Ferlitties of the Davelopment for such Charges, the Company may discontinual providing service and take such other suchs the Board of Directors may determine as appropriate in order to collect such Charges. Covenant for Heintensace.

It the repair and maintenance of his Lot to its Branchor lot Lines. In such impense of the repair and maintenance, an Owner shall not leterfare with, hinder or damage any Redifician of the repair of maintenance of areas to be repaired and maintenance of areas to be repaired and maintenance of areas to be repaired and maintenance with the need for repair of maintenance of areas to be repaired and maintenance of a Owner, his faaily, caused through the engalgent or willful acts or omissions of an Owner, his faaily, it can see a passar and assessment, at the responsibility of that Owner, either directly or through increased descenant at the option of the Speak of that Owner, either directly or through successment, at the Owner of the Speak of the failure or oughest of Replaces which is sudareased by the Ausociation because of the failure or oughest of the Owner shall be the responsibility of the Owner, either directly or through assessment the Owner shall be the responsibility of the Speak directly or through assessment by the Ausociation, at the option of the Speak.

7-2 <u>Association</u>. The Association shall be responsible for and bear the aspense of the centre and maintenance of the facilities of the Development and may repair and maintain such lots and Single Family Residences, or portions thereof, as are not properly constructed, landscaped or maintained by the respective Owners.

Coverage for Augusticate.

B.1 Creation of Lian and Pational Obligation. The Decision, for each Lor within the Property, hardey covenants, and each Owner of any Lot by acceptance of such Lot, whather or not it shell be a expressed in the instrument of conveyance, is such Lot, whather or not it shell be a expressed in the instrument of conveyance, is charges and, (2) apartal acceptance for capital improvements and other purposes. Assessed in the same of the conveyance and other purposes. Assessed the same of the same of the conveyance, and other provided. The assessements are definitely and content of the first provided the assessments and advised the first provided the assessments of the land and contenting lian upon the Lor signification of the conveyance assessments and the same of an Assessed the content of the Corner of such property as of the time fam. shall also be the parametal obligation of the Owner for deliquent excessions the capital obligation of the Owner for deliquent excessions and the same appreciate of the Owner for deliquent excessions and the capital shall also be the parametal obligation of the Owner for deliquent excessions and the capital shall also be the Owner to parameter of the Owner for deliquent excessions and the capital shall also the first shall be accepted to the Owner to parameter of the Owner to parameter to parameters and owner is attacted by any distribution of the Owner to parameters of the Owner of the Owner to parameters.

8.2 Purpose of Massassants. The assassant levied by the Association shall be used to promote the fasith, safety and weithre of the Densee, and for the improvement and saintensee of the Lote, the Property and the Excilities of the Daveloyment and saintensee of indicates, the payment of taxes and governments assessments, and the children, repair, maintensees and construction costs, and supervision, management of taxes and statements.

8.7 <u>Rateblishment of Angesteenting</u>
salves, their bare, sectioner and ansigns, hereby subject to regular sessment in se passure to be distant following manager g. Baclarant and each Dyner, for them-mby coverant that sech for shall be determined by the Association in

A.3.) Regair and Malatamppe. Rach lot's pro rate share of the sectual past to the Association of the repair and materials to be parformed by the kasociation as provided in paragraph 7.2.

the imacciation of the Development. .3.2 <u>Operations</u>. Each lot's pro rate where of the setual cost to operation, maintenance and security of the facilitains of the

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Dave Logant 6.3.3 Trans and Insuffice. Each bet's pro rate share of the Association of taxes and governmental assessments on the Pacilities and insurance maintained by the Association.

er the 8.3.4 Reserves. Cach Lot's pro tate shere of the sums determine by the Board, in its sole discretion, to be prident for the satisfiamment of testweete by the Board, in its sole discretion, to be prident for the spaint and other charges for for repair, maintenance, tests in the board that also maintain a the property. The sound shall also maintain and solequate reserve fund for maintenance, repairs and replacement of these administ out components of the facilities of the Davelopseut that must be replaced on a periodic components of the facilities of the Davelopseut that must be replaced on a periodic

poses of 8.3.5 <u>Kincellangoue</u>. Rach Lat's pro rate share of such additional source, in its sols discretion, any determine to be necessary to fulfill the the Association.

Board and written notice of the amount of assessments shall be derarated by the co-the Owners not less then 10 days prior to the due date if psychia equally or not less then 10 days prior to the due date if psychia equally or not such social to the due date if psychia equally or not each to the due date if psychia suchly, lithough railine to provide such social so

shall have the right and power to provide for the construction of recreational and other common facilities, or the alteration, descrites, removal or reconstruction of scatsing common facilities, or the alteration, descrites, removal or reconstruction of scatsing common facilities, removal, or provided for the fact that and discribion recovery, the fact of the fact

d.5 <u>Assessment facts</u>. The pro rare share of the total assessment to be borns by such for shall be the Assessment Eats for that Lats. The Assessment Eats shall be a percentage determined as the product of one ("1") as the ansaretor and the total of all Late as the depondencer. All assessments must be uniform for all late except as otherwise provided because

and agree to pay to the Association the sections provided for herein on or before the and agree to pay to the Association the sections provided for herein on or before the and agree in thereof as astablished by the Berd and agrees to the enforcement of the assessments in the section of any assessment, whether by sult or otherwise or to enforce compilation of the organization of the priorestation of the terms and contributed to the believe to the section of the priorestation of the priorestation of the terms and contributed in addition to my other success to payment at the section of the priorestation of the section of the sectio

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may andores each such obligation in any manner provided by law or in squity, or without may santeres and the foregoing, by either or both of the following procedures:

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8.6.1 Sult. The Board may cause a lawalk to be commerced and maintelined in the name of the Association against an Owner to enforce the payment of any maintelinquent assessment. Any judgment condered in any such action shall include, without itsizetion, the amount of the delinquency, tatescent at the care of 182 per annum from the dailinquency, court court and reasonable attorneys' fees fixed by the Court; the date of delinquency, court court and reasonable attorneys' fees fixed by the Court;

the date of delinquency, court of the tempty created a list, with private power of sale, on each and every lot to secure payment to the Association of any and all messes and it for the theory of the tempty of the design of the tempty of t

B.7 Subordination of the Tire therips of the hot. Said of the steel metals of the bot. Said of the steel metals of the steel of the steel the same that it of the steel the same that it of the same transfer of my Lot shall not affect the validaty or priority of the same sment lient greater to eath or transfer of my Lot pursuant to foreclosure of a Frant Mortage of Expell synthagists which has not such assessment as to payments which became due prior to the same of transfer such sale or transfer and same shall artifact after second as due or transfer shall not remarker becomes due to the prayious General transfer that here is all the transfer shall not relative the prayious General Steen Same and Liability for assessments that became shall not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the prayious General Companies that here we will not relative the province of the prayious General Companies that here we will not relative the province that the prayious General Companies that here we will not the province the province the province of the province that the province the province the province that the province the province the province t

9.1 Orners' Estandis of Endormonic. Every Owner shall have a nonexclusive right and narroant of endo/ment to and in the Parellillan of the Davelopeant which shall be appured. It and shall pass with the citle to every lot, subject to the facilioston; colorate provisions:

4.1.1 7514. The right of the Association to finite the number of guesta who may use any portion of the Fact litter of the Development:

u.l.2 <u>Snapenaion</u>, the right of the Association to snapend the voltag rights and right to use any portion of the Partitites of the Development by an content for any period during which any assessment against life into the Late resident upond that for any period not to exceed to deve for any other infraction of this Becharation or The Villago Scheel

9.1.3 hedication. The right of the Association to describe of the Payarapeant to any public sgency, suthersty or utility for such purposes and subject to such conditions on may be agreed to by the Board:

9.1.4 [GONGYSAGE. The right of Decimpant or the Astallation to errors engagements and rights-of-use appartenent to and for the benefit of one of note lots whether for parking, acress or whereign.

yel-5 <u>Delegation</u>. Any Owner may delegate, in accordance with Bylous, his right of enjoyment to the Pacilitias of the Development in the mombers of his family, guests, tenents of invitees.

9.1 Blanket Yagerent. There is haverby created a blanket traspens upon across, over and under the Property and each of the loss for ingress, agreen, jostallation, replacing, replacing and unincutning at utility and service lines and systems. Including, but not lindled to, water, never, gas, telephone, electricity, telephone indicated in a sand systems. By virtue of this especial, it shall be cable or the provising of willtry acroise for the utility company, the expressly permanents for the provising of willtry acroise to install and returns the Company, the Association or their systems to install and returns for its replaced assembling of the Development or the Pospetty or on any of the loss of or the Sacilities of the Development. This assembling that in an way affort may only recorded assembling the Development, and each way, whall have an essented upon, according to under the The Association and incoherence shall have an essented that have been and each of the Lots and the Each titles of the New Departy and carried and facilities described to Paragraph 7.2.

9.: <u>[ir]e to the Pacifities of the Development</u>. Declaract abelia, si such time as Declaract shall choose, deed and convey the Pacifities of the Revelopment to the Association.

9.4 Encumbers. Subject to the provisions hereif, any Owner may encumber his lot with or by a First Mortgage (and other fisca through the provisional hereof with respect to First Mortgages shall not apply to much other tions). It shall be the duty of each Owner whose lot is encumbered by a First Mortgage reactly to no If; be the duty of each Owner whose lot is encumbered by a First Mortgage and the Association of the new and address of each First Mortgage and the Association of the release or discharge of any First Mortgage.

ID. Basis, or Description. In the event any Single Family Rawldon's is damped or destroyed from any cames, its Gener thall, within it days from the late of the dames or destruction, begin repair and substituting the single rise occurrence of the dames or destruction, begin repair and substituting the single family Readdence in a gnot worksout the association, begin repair and substitution and profit cartinate used in the contraction thereof, subject to such changes as are two appointed by applicable laws, ordinances and governments rules and requisitions, and the destruction to except that such 35-day period shall be extended by his lace of dessage or destruction, except that such 35-day period shall be extended by the dessage or destruction, except that such 35-day period shall be extended by the control of it is owner, and his entracted. Such repair and restoration that he at the period of any destruction, and his contracted. Such tributures at the Charlest and the control of the denser, atthough the board shall relibbuture as a the Dames at the period. The control of the denser, atthough the board shall relibbuture and rebuild my and all the general covered by lenutance priceds. If any, received by the Association therefore the period, the control of the con

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II. I General. The Association shall obtain and saintain in full force and effect at all Lass cartain casualty, liability and other insurance as hardinafter provided. All such insurance shall be obtained, for the extent possible, from responsible companies duly subhorized to transact insurance business to the State of Arthous able cartain in last's insurance Reports of Class VI or batter. The Reard shall review with a rating in last's insurance Reports of Class VI or batter. The Reard shall review all each insurance at least summally and shall increase the associate thereof so it deems all each insurance at least summally and shall increase the associate thereof as it deems as a constant of the extens the samples of the samples of

II.I.I provide for a valuer of subrogactor by the insurer as to claims against the Association, its directors, officers, employees and agants; against each Owner's employees, agants and invitees; against each first Nortgages of all or any part of the Property or of any Lot; and against any other person for whom the Association, any Owner or Zitat Mortgages may be responsible; and

if.i.2 provids that the policy of Insufance shell not be terminated caucalled or reduced in coverage as to assumt or terms without at lesst 30 days' prior written notice.

I).2 Casualty. The Association shall at all times maintain descriptions of the Development Locuring Against less of the Development Locuring Against less of demage by fire and the estended coverage casualties, for the tuli 100% insurable replacement cost thereof.

lish <u>Public Liability</u>. The Association shall obtain and maintein comparhability and property demage insurance covering all of the Techlitiss of the Europeant. Any such insurance must covering "severthility of interest" clause or andoressent which shall proclude the insurer from demying the class of an Owner because of the negligent area of the Association or other Compart. The coverage under such policy shall be for at least \$1,000,000.00 per decurrence for pursonal injury and \$100,000.00 for property design per occurrence. The stope of such insurance shell \$100,000 do for property design per occurrence. The stope of such insurance shell include all other coverage in the kindu and amounts co. Anly required for projects sheather in construction, location and use.

il.4 <u>Worksen's Compountation</u>. The Association shall obtain and maintain untimen's companention and employer's limitity insurance as may be necessary to comply with applicable invente for any and six employees of the Association.

II.3 <u>Filelity</u>. The Association shall obtain and maintain bands providing fidelity coverage for all pursons or smittles which handle funds of the Association insuring against dishonest act on the part of directors, officers, asongers, trustiss, employees or volunteers responsible for handling such fund in asonate not less than 15UX of the estimated annual operating expanses and reserves of the Association from the time to the. Such fidelity bonds shall name the Association as the cased insured. An applicable endorsement shall be added if the bonds would not otherwise cover volunteers.

11.6 <u>Owners</u>. Except to the extent coverage therefor may be obtained kaseciation, each Owner shall be tree to obtain and he responsible for obtaining

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such additional or other insurence so to deemed desirable by them. Any immurance policy obtained by an Demer must not distint to adversely affect or invalidate any insurence or insurence recovery under policies carried by the Association and must, to the extent possible, contain a valver of the rights of subrogation by the insurer as to any cisis spainst the Association, its Members, afficers, directors, agents and exployees.

11.) Other Insurance. The Association shell also have the power and authority to obtain and maintain other and additional insurance coverage including, but mot limited to, casually insurance covering personal property of the Association, other insurance covering exployees and agents of the Association indicates indeantifying the officers, directors, employees and agents of the Association.

12. <u>Rights of First Hortsasses</u>. Notwithstanding and prevailing over my other provision of this Declaration, the Articles or the Bylaws, the following rights are granted to all First Kortsasses:

12.1 Priority. Each and every lien created by or pursuant to this Declaration including, but not limited to, the kiens described in Paragraph 6 is and abeliance including, but not limited to, the kien and charge of First Hortgages.

12.2 First Refusal. In the event any right of first refusal or statist cestriction on the sale or statist of a for is herein or is hexafited added to this Decisation, such First Nortgages shall be exampt from any such right of first refusal one small nor impair the rights of a First Mortgage to one similar restriction in that it shall not impair the rights of a First Mortgage to fotaches or take title to a lot pursuant to the resulting forwided in the First Artgage to be accept a deed in time of forstebases in the event of a default by an Owner, not be accept a deed in time of forstebases in the event of a default by an Owner, not be accept a deed in time of results and banquent eats or issue of any int acquired by shall such provision interfere with a subbanquent eats or issue of any int acquired by shall such provision interfere with a subbanquent eats or issue of any int acquired by shall such provision interfere with a subbanquent eats or issue of any int acquired by shall such provision of the first Mortgage.

[2.3] <u>Exomeration.</u> A First Mortgages shall not in any case of manner be personally liable for the payment of any assessment or charge, nor the observance of parformance or any curenant, restriction, regulation, rule, the Articles of Bylass, or parformance or any curenant, escapt for those markers which are enforceshie by (o)unctive any management agreement, escapt for those markers which are enforceshie by (o)unctive or other equitable actions, not requiring the payment or expenditure of consy.

[2.4 Yoting. During the pendancy of may foreclosure proceedings (including any partial of redemption) or from the time a crustee under a fixet dead of trust has larger notice of sale pursuant to puter of sale conterval under a dead of trust and purgiven notice of sale pursuant to puter of sale conterval under a dead of trust and purgiven notice in the first Mortgages, per a receiver appoint(3) in any such action, say but guant to best first you or all of the righte and privileges of the Owner in default of a Lot, including but not limited to the right to vote as a Newber of the Association in the place and stead of the defaulting Owner.

12.5 <u>Almessments</u>. At such time is the First Mortgages shall become record Owner of a lot, the First Hortgages shall become subject to all of the turns and conditions of this Darlacation including, but not itsited to, the obligation to pay for all assessments and charges accruing thereafter in the eass manner as any other lot for all assessments and charges accruing thereafter in the eass manner as any other lot former.

ritle to a mortgaged Lai through foreclosure of m First borrages, abali scouling the first borrages, abali scouling the first borrages account of my lieu authorized by or wrining out of any of the provisions of the first continuous that secured the program to this provision of the first continuous stands of any such personal of redemption. Any such unput described of the provision of the first continuous against the Lot foreclosed shall be denaded to be a common expense that the wrant charge secured pits of borse sage against whom the original assessments as ande in the purchaser or redemption. In the secured part of the Lote, borrelosed shall be denamed by the forecast by the feature of the Lote, borrelosed shall necessated to be a common expense the respective of the long shall continue in effect and the line may be estected by the feature of redemption for the respective for assessment that was doe to be first long to the first conclusion of any such foreclosure proceedings. Further, my such prior to the first basis of any such foreclosure proceedings. The test and the support of the continuous to exist as the personal obligation of uppaid assessment shall revertible use continue to exist as the personal obligation of the crappetive lot as the personal obligation of the defaulting former of the crappetive lot to the Association and the Shard may went the defaulting former of the crappetive lot to the Association and the Shard may went

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After the date on which this Dacistation has been recorded, this Dedication may be affected by any one or more of the following: the Beclarant, the Amendation may be caforced by any one or more of the following: the Beclarant, the Amendation, the legal ection to Comers of my Lot or the Write Mortlands. Frior to initialing legal ection to concret this beclarant and the Board in writing of the griawate and floard, an Owner their worldy Beclarant and the Board in writing of the griawate and interest the facet of the griawate and interest the facet of the griawate and interest of coveyance of my interest in the care or aliminate such violation. All at the state of days threates of my interest in the rawy part of a let or the frequent any part thereof my contain the gravitions herein by reference to the Dedication. Any part thereof my contain the gravitions herein by reference to the Dedication of particular the facet of the transparence of the gravitions herein by referenced in the dead or other instrument affected by its terms, regardless of whether referenced in the dead or other instrument affected by its terms, regardless of whether referenced in the dead or other instrument affected by its terms, regardless of whether referenced in the dead or other instrument affected by its terms and or recently or instruments of the structure of the register my to endoct a particular or the relienting or therefore the register any to dedicate the conditions of the Dedication of the Dedication, or to desire affected by any such terms and corts thereby accurate by any such articles the dead or other instruments of the Dedication of the Dedication of the particular them. If any party departs of the Dedication 13.1 <u>Inforgament</u>. The provisions of this Declaration shall be hisding upon all persons purchasing, orning, leasing occupying or otherwise having any right, title or interest in may of the Property thate hales, executors, administrators, successors, grantess and Property thate hales, executors, administrators, successors, pressures and

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13.2 <u>Waiver or Abandonmand</u>. The waiver, or Railwre to enforce any branch or violation of any Restriction shall not be deemed to be a waiver or shadonment of such Emerication, or a waiver of the right to enforce any authoquent breach at violation of such Restriction. The foregoing shall apply regardless of whether any person affected hereby for having the right to enforce these Sartzictions] had knowledge of the breach or violation. No lastriction contained herein shall be deemed to have not violation. No lastriction contained herein shall be deemed to have been valved or shandoned melass this Declaration is manufed to delets such Restriction.

19.3 Equal Protection. Those Restrictions shall be applied to atlaintly altusted Orosta without discrimination.

13.4 <u>Equatability</u>. The invalidity of any one or more provisions based shall not affect the remaining particular of this instrument or any part thereaf, all of which are inserted conditionally on their being hald valid in law, and in the event that our more of the provisions about he invalid or should operate to render this Declaration shall be construed as if such invalid provision had not been inserted.

13.5 Gandar. The stagular, wherever mand because, shall be construed to mean the plurist when applicable, and the secureary grammatical changes required to mean the provisions bereaf apply either to composations or todividuals, set or women, chall in all cases be assumed as though in each case fully expressed.

13.6 Topical Bandlage. The merginal or topical headings of the peragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of this Declaration.

FROM-Citizens Title & Trust

13.7 haphings. This Desimative shall remain in full force and effect for a period of 10 years from the date hereel. This nestent, it shall be desent to be removed for successive terms of 10 years withen revoked or senseded by an annotant in rittle, executed and echapsishing by the them turners of not less than two-thirds of the within 90 days gater the amplitudes of the faltial effective period become, or any lots within 90 days gater the septimition of the faltial effective period become, or any 10-year extension. These restrictions may be extended et any time by the then Owners 10-year extension.

of not less than one-half of the lots. The articles, the Byless and all relat and regulations of the Americation shall be subordinate to and governed by this Declaration and all provinces thereof which are incommistent between their be void.

In virgins merior, the undersigned has practed this virgit instacted Decisionies by its duly sutherized officer this 2014 day of Appendicates. 1981

DECLARATE

nst was acknowledged before as this Man day of Chumunian, were as the freadent of fails lamb, INC., as arisons corporate

Considerion Expired: Jun 22, 1983

3-1207 -: 194

RATIFICATION OF.

EXCORD RESTATED DECLARATION OF COVENANTS, CONDITIONS & BESTRICTIONS

Trustee under Trust No. 78-907, hereby ratifies and confirms that certain Second Restated Declaration of Covenants, Conditions and Restrictions for SUN LEISURE ESTATES, dated January 29th, 1981, attached YIMA TITLE & TRUST COMPANY, an Arizona corporation, as

Dated this Sth day of February, 1981.

YUNA TITLE & TRUST COMPANY, an Arizona corporation, as Trystes

CAMOZIEN GO SINTE County of Yuna 1

mt was acknowledged before me this 5th day of McGigud, as Trust Officer of Yuma Title & Trust

December 4, 1984.

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Yuma, Artrona 85364

Trust No. 78-1107

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Except as set forth above, all other terms and provisions of the Second Restated Decisionism shall semain in full force and affact.

IN WITHERS PRESENT, the undersigned have caused this first Amendment to Bun Leisure Estates Second Restated peclaration of Covenants, Conditions and Restrictions to be executed as of the data liret set forth shove.

YUMA TITLE AND TRUST COMPANY. An Arikona corporation, as Trustes under Tryst No. 78-00

78-007

PALB LAND, INC., an Artsona corporation

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PIRET ANKHONENE TO TAKE BUN LYTTUNE KSTATES

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BUN LYT

This First Amendment to Sun tainure Estates Second Replated Jocolarution of Coverants, Constitions and Seasons in the Coverants of Coverants, Constitions and Tune and Tunes Company, at Affects Corporation, as Yuma Yiths and Trust No. 78-007 ("Your Title") and Pais Cand. Inc., an Airsona dosporation ("Declarant").

SEC LIVES

A. Yuma Title is the Trustee under Yuma Title Ho. 78-007 pursuant to that certain Trust Agreement September 19, 1979 (the "Trust Agreement").

property located in Yums County, Arisons (the certain real property located in Yums County, Arisons (the property"), which is more particularly described as Lots 1-58, inclusive, and Tract A BOH (REBURE RETAINES, a subdivision according to the plat recorded in Book & of Fints, pages (4-65, Records of Yuma County, Arisons, se and reasonadd (hereinefter the Property may otherwise be referred to as the "Development").

C. In conjunction with the Development, Declarant's predecessor in interest caused that certain predecessor in interest caused that certain predecestion of Covenant, Conditions and Restrictions to be executed and recorded in Dochet 1121, page 667, at sequently of the control of Yuma County, Arisons (the "original Records of Yuma County, Arisons (the "original Declaration"); subsequently, Declarant, pursuant to the amended pursuant to those ostain First Restated be assended pursuant to those ostain First Restated Declaration of Yuma County, Arisons (the "first Restated Declaration"); and county, Arisons (the "first Restated Declaration"); and windequently, Deularant, pursuant to those certain second Restated Declaration of pursuant to those certain second Restated Declaration of Covenants, Condations and Restrictions as recorded in Docket Operation, page 116, st say, seconds of Yuma County, Arisons 1222, page 416, st say, seconds of Yuma County, Arisons

D. As of the date hereot, Declarant, as the owner of 50% or more of the Lots referred to in the Escoud Hestated Declaration has the authority to assend or to cause the Second Restated Declaration to be assended as set forth herein below.

STHEMETERS

NOW THEREPORE, Your Title and Declarant hereby award the Second Restated Declaration pursuant to this First Amendment as follows:

WANTED THE COMPANY

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STATE OF ARIZONA :

on this <u>list</u> day of <u>hower</u> the the me personally appeared <u>Tries boy to be the light of the company</u>. An Arizona light of the company and Arizona collaboration, and acknowledged the the the corporation are the corporation of the foregoing instrument on behalf of maid corporation notely in its espanity as Trustee of Trust No. 78-007. County of Yuma _____ 1992, before

HOERTY FABRICA

Hy comminaton expires: December 4, 1984

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1. Subparagraphs 3.2.1 and 3.2.2 of Paragraph 3.2 of the Second Restated Declaration are apanded to real me rollows:

"3,2], they shall be at least 24 fout wide and they shall have at least 956 square feet of gross livable area under its permanent roof, exclusive of carports, cabanas and garages;"

") 2.2 the artellor shall be of residential type ending either hardboard on Lap and the coffing shall be of apphalt whingless" and.



When recorded return to:

Yuma Title & Trust Company P. O. Box 2736 Yuma, Arizona 85364 Trust No. 78-007 Hade of Artsura to 11111

I hereby carrier that the within historiani was filed and carried at the request of YUMA. HILE A TRUST COMPANY

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Writings me have and reliated that the day and poor alternated

GLENTE E. SCHMITT

County heregodes.

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SECOND AMENDMENT TO SUN LEISURE ESTATES SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Sun Leisure Estates Second Restated Declaration of Covenants, Conditions and Restrictions is made this 1.7 day of June, 1983 by Yuma Title and Trust Company, an Arizona corporation, as Trustee under its Trust No. 78-007 ("Yuma Title") and Pals Land, Inc., an Arizona corporation ("Declarant").

RECITALS:

- A. Yumm Title is the Trusten under Yumm Title Trust No. 78-007 pursuant to that certain Trust Agreement dated September 19, 1979.
- B. Declarant is the developer of that certain platted property located in Yuma County, Arizona described as Lots 1-58, inclusive, and Tract A Sun Leisure Estates, a subdivision according to the plat recorded in Book 8 of Plats, pages 1-65, records of Yuma County, Arizona (the "Phase I Prope y"), and that certain unplatted property located in Yuma County, Arizona and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Unplatted Property").
- In conjunction with the development of the Phase I Property. Declarant's predecessor in interest caused that certain "Declaration of Covenants, Conditions and Restrictions" to be executed and recorded in Docket 1121, page 667, et seg., records of Yuma County, Arizons (the "Original Declaration"). Declarant, pursuant to the authority granted to it, caused the Original Declaration to authority granted to it, caused the Original Declaration to be amended purnuant to those sertain First Restated Declaration of Covenants, Conditions and Restrictions recorded in Docket 1193, page 993, et seq., records of Yuma, County, Arizona (the "First Restated Declaration"). Subsequently, Declarant, pursuant to the authority granted to it, caused the First Restated Declaration to be amended pursuant to that certain Second Restated Declaration of Covenants, Conditions and Restrictions recorded in Docket 1207, page 176, et seq., records of Yuma County, Arizona (the "Second Restated Declaration"). Thereafter, Declarant, pursuant to the authority granted to it, caused the Second Restated Declaration to be amended pursuant to that cartain First Amendment to the Second Restated Declaration recorded in Docket 1264, page 180, et seg., records of Yuma County, Arizona (the "First Amendment").
- D. As of the date hereof, Declarant has the authority to amend the Second Restated Declaration, as amended by the First Amendment, to be further amended pursuant to Paragraph 2 of the Second Restated Declaration, all as more particularly set forth herein below so as to make the Unplatted Property actomatically subject to the Second

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Restated Declaration, as amended, as, if and when the Unplatted Property is platted as part of the expansion of the development on the Phase I Property.

AGREEMENTS:

NOW, THEREFORE, Yuma Title and Declarant hereby amend the Second Restated Declaration, as amended by the First Amendment, as follows:

- Recital A of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:
- "A. Declarant is the developer of that certain platted property located in Yuma County. Arizona described as Lots 1-58, inclusive, and Tract A Sun Leisure Estates, a subdivision according to the plat recorded in Book R of Plats, pages 64-65, records of Yuma County. Arizona, as and if amended (the "Fhase I Property" and the "Phase I Plat"), and that certain adjacent, unplatted property located in Yuma County, Arizona more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Unplatted Property"). (Subject to the limitations set forth in Paragraph 1.19, the Phase I Property and the Unplatted Property shail be jointly referred to in this Declaration, now or as it may hereafter be amended, as the "Property").";
- 2. Paragraph 1.11 of the Second Restated Declaration is hereby deleted in its entirety and all references, if any, in the Second Restated Declaration, as amended by the First Amendment, to the term "Development" shall be deemed to mean the "Property";
- 3. Paragraph 1.15 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:
- "1.15 'Lot' shall mean any portion of the property which has been designated in the Plat into a separate component for use as a Single Family Residence, except: Lots 48 and 49 according to the Plat recorded in Book 8 of Plats, pages 64-65, records of Yuma County, Arlzona, as and if amended (the "Phase I Plat") for so long as Lots 48 and 49 shall remain Facilities of the Development; and any other Lots set forth on the Plat to the extent that they may become and for long as they shall remain Facilities of the Development. Any combination of Lots held by one Owner (other than Declarant) and combined for use by one Single Family shall constitute one Lot.";
- 4. Paragraph 1.18 of the Second Restated Doctaration has been hereby deleted in its entirety and restated as follows:
- "1.18 'Plat' or "Platted" means any plat of the Property, now or hereafter existing, as and if amended, including, but not limited to the Phase 1 Plat, as and if amended, which plat shall be consistent with the design and concept of a mobile home park as generally depicted in the Phase I Plat and as concemplated in this Declaration.";
- 5. Paragraph 1.19 of the Second Restated Declaration is hereby deleted in 1ts entirety and restated as follows:

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- "1,19 'Property' shail mean and refer to the platted property described in the Phase I Plat (the "Phase I Property") and the unplatted property described in Exhibit 'A' hereto (the "Unplatted Property") but only as, if and when the Unplatted Property is Platted, now and hereafter excepting therefrom all Tracts now or hereafter referred to in the Plat.";
- 6. Paragraph 2 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

"2. Establishment

- 2.1 Declarant intends to develop the Phase I and the Unplatted Property in accordance with the plan generally depicted in the Phase I Plat and as contemplated in this Declaration whereby the Phase I and the Unplatted Property shall be developed as a planned development of Single Family Residences.
- 2.2 While it is the intention of Declarant to plat all or some portions of the Unplatted Property pursuant to a scheme or schemes similar to that set forth in the Phase I Plat, in the event that the market demand for Lots for Single Family Residences is insufficient, Declarant reserves the right not to plat any portions of the Unplatted Property beyond that already set forth in the Phase I Plat.
- 2.3 if, as and when any portion of the Unplatted Property is Platted and Lots thus created (the "Additional Lots"), the provisions of the Second Restated Decl*iation, as amended, shall then automatically apply to and thereafter run with the Additional Lots and such newly Platted portions of the Unplatted Property with the same force and effect as if they had originally been included hereunder.
- 2.4 As Unplatted portions of the Property are Platted, Declarant may, at any time and without the content of the Owners or any others, amend this Declaration, as amended, by the iccordation of one or more amendments pertaining to such Unplatted portions of the Property.
- 7. Paragraph 5.6.2.2 is hereby deleted in its entirety and restated as follows:
 - "5,6.2.2 December 31, 1988,"; and,
- B. Except as set forth above, ill other terms and provisions of the Sacond Lentated Lectar action as amended by the First Amendment shall temain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to Sun Leimire Estates Se and Restated

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Declaration of Covenants, Conditions and Restrictions to be executed as of the date first set forth above.

> YIMA TITLE AND TRUST COMPANY. an Arizona corporation, as Trustee under Trust No. 78-007

PALT LAND, INC., an Arizona corporation

Tenne Symph

STATE OF ARIZONA

County of Yuma

On this 1st day of June, 1983, before me papeared Hary McCloud nally appeared Mary McCloud an Prosident of YUMA TITLE AND TRUST COMPANY and personally acknowledged that (s)he executed the foregoing instrument on behalf of the corporation solely in its capacity as Trustee of Trust No. 78-007, being duly authorized so to do.

Junto L'Elnes

'My commission expires:

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STATE OF ARIZONA

County of Maricopa

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On this LAT. day of June, 1983, before me personally appeared George Alexander as President of PALS LAND, INC. and acknowledged that (a)he executed the foregoing instrument on behalf of the corporation being duly authorized so to do.

Notary Public

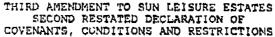
My commission expires: My coloni sali n' expires Crt. 24, 1986

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When recorded return to:

Yuma Title & Trust Company P. O. Bux 4580 Yuma, Arizona 85364 Trust No. 78-007 COLONYS I. SCHOOL STRUCK STRUC



This Third Amendment to the Sun Leisure Estates Second Restriction of Covenance, Conditions and Restrictions is made this 25th day of August, 1983 by Yuma Fitte and Trust Company, an Arizona corporation, as Trustee under its Trust No. 78-007 ("Yuma Title") and Fals Land, Inc., an Arizona corporation ("Declarant").

RECITALS:

- A. Yuma Title is the Trustee under Yuma Title Trust No. 73-00° pursuant to that certain Trust Agreement dated September 19, 1979.
- B. Declarant is the developer of that certain platted property located in Yuma County, Arigona described as Lots 1-58, inclusive, and Truct A Sun Leisure Estates, a subdivision according to the plat recorded in Book 8 of Plats, pages 64-65, records of Yuma County, Arizona (the "Phase I Property"). Declarant is also the owner and developer of that certain unplatted property located in Yuma County, Arizona adjacent to the Phase I Property and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Unplatted Property").
- In conjunction with the development of the Phane I Property, Declarant's predecessor in interest caused that certain "Declaration of Covenants, Conditions and that cortain "Declaration of Covenants, Conditions and Restrictions" to be executed and recorded in Docket 1121, page 667, at seq., records of Yuma County, Arizona (the "Original Declaration"). Declarant, pursuant to the authority granted to it, caused the Original Declaration to be assended pursuant to those certain First Restated Declaration of Covenants, Conditions and Restrictions recorded in Docket 1491, page 993, of seq., records of Yuma County, Arrada (the "First Roctated Declaration"). Subsequently, Declarant, pursuant to the authority granted to it, caused the First Rostated Declaration to be smended pursuant to that cortain Second Restated Declaration of Covenants, Conditions and Restrictions recorded in Docket 1207, page 176, et seg., records of Yuma County, Arizona (the "Second Restated Declaration"). Declarant, pursuant to the authority granted to it, then caused the Second Restated Declaration to be amended pursuant to that certain First Amendment to the Second Restated Declaration recorded in Docket 1254, page 180, et seg. records of Yuma County, Arizona (the "first Amendment"). Thereefter, Declarant, Arizona (the "first Amendment"). Thereafter, Declarant, pursuant to the authority granted to it, caused the Second Restated Declaration to be further amended pursuant to that Second Amendment to Second Restated Declaration recorded in Docket 1338, page 427 et seg., records of Yuma County, Arizona (the "Eccond Amendment"),

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by As of the date hereof, Declarant has the authority to about the Second Rostated Declaration, as amended by the First and Second Amendments, to be further amended pursuant to Faragraph 2 of the Second Restated Declaration, all as more particularly Let forth herein below so as to clarify that the Declarant or any successor owner of the Unplatted Property may delete all reference of the Unplatted Property in regard to the Second Restated Declaration, as amended, as, if and when the Declarant or any successor owner of the Unplatted Property no desires.

AGREEMENTS:

NOW, THEREFORE, Yuma Title and Declarant hereby amend the Second Restated Declaration, as amended by the First and Second Amendments, as follows:

- 1. Paragraph 1.18 of the Second Restated Confuration has been nereby deleted in its entirety and restated as follows:
- "1.18 'Plat' or "Platted" means any plat of the Property, now or an hereafter amended and including but not limited to the Phase I Plat, which plat shall be consistent with the design and concept of a mobile home park as generally depicted in the Phase I Plat and as centemplated in this Deplacation.":
- 2. Faragraph 1.19 of the Second Restated Declaration is normally colleted in its entirety and restated as follows:
- "1.19 'Froperty' chall mean and refor to the platted property described in the Phase I Pint (the "Phase I Froperty") and, as the case may be, may include the unplatted property described in Exhibit "A" hereto (the "Unplatted Property") but only as, if and when the Unplatted Property is Platted;"
- 3. Paragraph 2 of the Second Restaund Declaration is hereby deleted in its entirety and postared as follows:

"2. Establishment

- Property in accordance with the plan generally depicted in the Phase I Plat and as contemplated in this Declaration. Declarant or any successor wher of the Unplatted Property, in its sole discretion, shall have the option of developing the Unplatted Property in accordance with the plan generally depicted in the Phase I Plat and as contemplated in this Declaration or in accordance with any other plan or not developing the Unplatted Property.
- 2.3 If, as and when any portion of the implicated frequency to Platted and Lots thus preated (the "Additional both"), the provisions of this Declaration, as amended, shall then automatically apply to and thereafter run with the Additional both and buch newly Platted positions of the Unplatted Property with the Lame force and affect as if they had originally been included becounder.
- 2 3 As unplatted portions of the Property are Platted, Lociment or any successor owner of the Unplatted Property being platted may, at any time and

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without the consent of the Owners or any others, further. amend this Declaration, by the recordation of one or more amendments pertaining to such unplatted portions of the Unplatted Froperty.

- 2.4 It, as and when Declarant or any and a not owner of any portion of the Unplatted Property a dies to delete all reference to any portion of the Unpeatted Property in which it has an interest from this The lates it opening and or any such successor owner may do at any time or times and without the consent of the where fithe Lots or the Additional Lots or any others, by the recordation of one or more amendments hereto deleting reference to such portions of the Unplatted Property."; and,
- 4. Except as set forth above, all other terms and provisions of the Second Restated Declaration as amended by the First and Second Amendments shall remain in full force and difect.

IN WITHESS WHEREOF, the undersigned have caused thes Thered Amendment to Sun Lessure Estates Second Restated Declaration of devenants, Conditions and Restrictions to be executed as of the date trist set forth above.

> YUMA TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee under Trust No. 78-007

PALS LAND, INC.,

an Arizona corporation

STATE OF ARIZONA

County of Yuma

On this 29 principally appeared

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29 day of August , 1983, before me that the Mary Hotheud are the state of the sta President acknowledged that (alle executed the foregoing instrument on

bohalf of the composation solery in its capacity as Tristee of Trust De Co-200, soing buy authorized so to do.

My commission amplicar 4/4/87

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County of Maricopa

On this day of finite. 1983, before me personally appeared George Alexander as President of PALS LAND, INC. and acknowledged that he executed the foregoing instrument on behalf of the corporation being duly softherized so to do.

Notary Public

My commission expires:

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